

**PAYFIT GENERAL TERMS AND CONDITIONS OF SERVICE ("TERMS OF SERVICE")**

*Last update: 06.09.2022*

## **INTRODUCTION**

PayFit Ltd operates a payroll management and HRIS SaaS software that it makes available as a service, which includes the Service Features identified in Annex 1 and defined below (the "**PayFit Product**").

This Agreement (comprising the Subscription Contract and its Annexes and these Terms of Service) sets out the terms and conditions upon which you (the "**Client**"), may use the PayFit Services as defined below. PayFit reserves the right to unilaterally modify these Terms of Service. These modifications will bind the Client after having been published by any means whatsoever. However, any substantial amendment of the Terms of Service will be communicated to the Client within fifteen (15) calendar days before it takes effect. In case of refusal, the Client remains free to terminate this Agreement in accordance with the conditions of termination described below.

**By using the PayFit Service or signing the Subscription Contract, you agree to and accept the Terms of Service and the Subscription Contract.**

### **1. INFORMATION ABOUT PAYFIT**

The PayFit Service is provided by PayFit Ltd (registration number 11623900, Unit 316 Clerkenwell Workshops, 27-31 Clerkenwell Close, London, United Kingdom, EC1R 0AT, represented by Thomas Jeanjean, CEO, duly authorised) ("**PayFit**").

### **2. INTERPRETATION**

- 2.1.** In these Terms of Service, save where the context requires otherwise, the following words and expressions have the following meaning or, if different, the meaning given in the Subscription Contract.
- 2.2.** All definitions hereinafter apply to the singular and/or the plural.
- 2.3.** "**Activation Date**" means the date from which the Client will have access to the PayFit Product;
- 2.4.** "**Account**" means an account set up by the Client or by PayFit at the Client's request with an ID and password that an Admin User or a Staff Member uses to access the PayFit Service;
- 2.5.** "**Admin User**" means a person – Staff Member or third party (accountant for example) – who is authorised by the Client to access the PayFit Service to view and edit Client Data and to manage the payroll of the Staff Members;
- 2.6.** "**Agreement**" means the agreement between the Client and PayFit, comprising, in order of priority:
  - 2.6.1.** the Subscription Contract and their annexes
  - 2.6.2.** the General Terms of Service and their annexes



- 2.7. **"Authorised User"** means an Admin User or a Staff Member;
- 2.8. **"Authorised User Account" / "Ordinary Account"**: means a personal account by which an Authorised User can access the PayFit Service;
- 2.9. **"Base Fee"** means the fee invoiced according to the packaging applicable to the Client and the number of Staff Members as detailed in the Subscription Contract and as it may evolve over the term of the Agreement.
- 2.10. **"Business Day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
- 2.11. **"Business Hour"** means an hour between 9:30 am and 17:30 pm (GMT / UTC +0);
- 2.12. **"Client"** or **"You"** means the person identified on the Subscription Contract;
- 2.13. **"Client Account"** means an Admin Account or Staff Member Account;
- 2.14. **"Content" or "Client Data"** means the content and data (including personal data), information, texts, images, photographs, audio content, video content, photographs and any other content, document and component, irrespective of the format, that the Client or any of its Authorised User in the context of the Agreement make available to PayFit or fill in the Client Account;
- 2.15. **"Commencement Date"** means the first calendar day of the First Payroll Month;
- 2.16. **"Confidential Information"** means information which is identified as confidential or proprietary by either party, or by the nature of which is clearly confidential or proprietary;
- 2.17. **"DPA"** has the meaning given to it in clause 10.1;
- 2.18. **"Extended Term"** means the period set forth in the Subscription Contract;
- 2.19. **"Fees"** means the fees to be paid by the Client in the context of the Agreement;
- 2.20. **"First Payroll Month"**: the month from which PayFit Services will be available for the Client;
- 2.21. **"Initial Term"** means the period set out in the Subscription Contract;
- 2.22. **"Onboarding Date"** means the date of the finalisation of the onboarding;
- 2.23. **"PayFit Product"** means the PayFit software as defined above which is secured as detailed in the Annex 2 and hosted on Amazon Web Services hosting services localised in European-Union as well as the data it contains;
- 2.24. **"PayFit Service"** means the services provided to the Client by PayFit in the context of the Agreement namely comprising the licence to use the PayFit Product, the Set-Up Services and the Support Services;
- 2.25. **"Payroll Expert"**: PayFit staff assisting the Client in case of question about its Payroll and HRIS management;
- 2.26. **"PayFit Services Fees"** means the fees set out in the Subscription Contract, including the Base Fee and the Price per Staff Member, for the PayFit Services;
- 2.27. **"Billable PayFit Services Fees"**: Monthly billable fees for the PayFit Services on the basis of the PayFit Services Fees taking into account the possible changes in the Base Fee and Price per Staff Member, and any additional options subscribed during the invoiced month;

- 2.28. **"Salary Slip(s)" or "Payslip(s)"** means a record of the amount paid by the Client to a Staff Member in any month generated using the PayFit Services;
- 2.29. **"Service Features" or "PayFit Features"** means the features and functionalities of the PayFit Service provided to the Client which are identified in Annex 1 of the Terms of Service;
- 2.30. **"Set-up Fees" or "Onboarding Fees"** means the fee set out in the Subscription Contract or such other amount that the parties may agree in writing from time to time, relating to the provision of the Set-up Services, invoiced at the signing date of the Agreement. In case of new entities added during the Agreement, additional Fees may be invoiced;
- 2.31. **"Set-up Services" or "Onboarding Services"** means uploading any Client Data to the PayFit Services as required to set up and configure the Client Accounts, and any other configuration required to enable the Client and its Authorised Users to use the PayFit Service;
- 2.32. **"Social Declarations"**: Declarations that PayFit can do on behalf of the Client, namely: FPS (full payment submission), EPS (employment payment summary);
- 2.33. **"Specific Terms of Service" or "Subscription Contract"**: means the contract signed (whether electronically or otherwise) by the Parties, and which, among other things, identifies the Client and sets out the Fees applicable to the Client;
- 2.34. **"Staff Member"** means an employee, contractor or other person engaged by the Client, whose salary or other human resources records are managed by the Client through the PayFit Service;
- 2.35. **"Support Services"** means payroll experts services and services of assistance in the use of the PayFit Product provided by PayFit in the context of the Agreement, available during Business Days and Business Hours on Client request, with the understanding that the payroll expert service is considered as a support service and not a consultation service. Accordingly, and without this list being exhaustive, the Client acknowledges that the Support Services do not, under any circumstances, includes:
- 2.35.1. consultancy services as regards to labour law and social legislation;
- 2.35.2. consultancy services for social and/or tax optimization.
- 2.36. **"Term"** means the Initial Term and any Extended Term(s) of the Agreement;
- 2.37. **"Terms of Service" or "General Terms of Service"**: means these terms and conditions of service, as amended from time to time;
- 2.38. **"Third Party Sites"** has the meaning given in Article 15.5;
- 2.39. **"VAT"** means value added tax (and any equivalent tax payable in any jurisdiction);
- 2.40. **"Virus"** means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including works, Trojan horses, viruses and other similar things or

devices.

### **3. DURATION**

The Agreement takes effect for an Initial Period beginning on the date of signature of the Agreement by the Parties until the end of the month during which the first payslip was generated. The Agreement is tacitly renewed for successive periods of one (1) calendar month (the “Extended Term(s)”), unless terminated by one of the Parties, in accordance with the provisions hereunder or with the provisions of Article 14 of the Terms of Service.

Each Party may terminate the Contract, without reason, provided it sends before expiration of the current Term a written notice at least:

- fifteen (15) days before the expiration of the current Term when the Client is seeking termination;
- more than two (2) months in advance when PayFit is seeking termination.

In such case, the written notice shall be sent to:

- When termination is sought by Client: [customeruk@payfit.com](mailto:customeruk@payfit.com)
- When termination is sought by PayFit: contact email of the Client

The Client acknowledges that one or more Payslips and/or Social Declarations can be created and sent between the termination request and the expiration of the Agreement. In such case, they will be invoiced as per the Billable PayFit Services Fees then applicable to the Client.

The Client also expressly acknowledges that no Payslips and/or Social Declarations shall be created or sent by PayFit or via the Services after the expiration of the Agreement.

### **4. SET-UP SERVICES**

- 4.1.** Subject to the execution of a direct debit authorisation by the Client in respect of the payment of the Billable PayFit Services Fees in accordance with clause 12.3 and as mentioned in the Subscription Contract, PayFit shall provide the Set-up Services to the Client with reasonable diligence and dispatch, and with reasonable skill and expertise, in accordance with the Agreement.
- 4.2.** In performing the Set-up Services, PayFit shall comply with the Client's reasonable instructions, and the Client shall provide PayFit with all updated Client Data as PayFit may require in order to provide the Set-up Services.
- 4.3.** PayFit shall inform the Client upon completion of the Set-up Services, and the Client shall, subject to satisfactory completion of any applicable testing of the PayFit Service reasonably required by the Client, confirm to PayFit the completion of the Set-up Services.
- 4.4.** The Client agrees that PayFit shall not be responsible in case the Client does not

provide the requested content within the time mentioned in the Subscription Contract.

## **5. ACCESS TO THE PAYFIT SERVICES**

- 5.1.** PayFit grants the Client a non-exclusive, non-transferable licence from the Activation Date and until expiration of the Term to access, use, and permit Authorised Users to access and use the PayFit Service, in accordance with and subject to the Subscription Contract, for the Client's internal business purposes.
- 5.2.** The Client may not sub-licence the rights granted in clause 5.1 other than to allow Authorised Users to access and use the PayFit Service.
- 5.3.** The Client may grant Authorised Users access to the PayFit Service provided that the Client:
  - 5.3.1.** does not make or give any representations, warranties or other promises concerning the PayFit Service unless agreed by PayFit in writing from time to time;
  - 5.3.2.** ensures that all Authorised Users are aware of the terms of the Agreement and act in compliance with them;
  - 5.3.3.** ensures that the terms on which the Authorised User is granted access to the PayFit Service protect PayFit and its proprietary rights in the PayFit Service to the same extent as set out in the Agreement including, in particular, clause 9 and clause 11 (and the Client will take reasonable steps to enforce such terms at PayFit's request); and
  - 5.3.4.** ensures that PayFit is not liable to the Authorised Users in any way.
- 5.4.** The Client must treat any username and password used to access the PayFit Service or a Client Account as Confidential Information, and must not disclose such information to any third party (other than to Authorised Users) and must take appropriate safeguards in accordance with good industry practice to prevent unauthorised access to the PayFit Service.
- 5.5.** The Client shall procure that each Authorised User keeps secure and confidential any username and password provided to, or created by, that Authorised User for their use of the PayFit Service, and that they will not disclose such username and password to any third party, including any other Authorised Users or persons within the Client's organisation, company or business.
- 5.6.** The Client is responsible for maintaining the confidentiality of its login details for its Client Account and for any activities that occur under its Client Account, including the activities of Authorised Users.

- 5.7.** PayFit encourages the Client to use, and to encourage Authorised Users to use "strong" passwords (using a combination of upper and lower case letters, numbers and symbols) with its Client Accounts.
- 5.8.** The Client must prevent any unauthorised access to, or use of, the PayFit Service, and must promptly notify PayFit in the event of any such unauthorised access or use. If the Client has any concerns about the login details for any Client Account, or thinks any of them may have been misused, the Client shall notify PayFit at [security@payfit.com](mailto:security@payfit.com). The Client must immediately notify PayFit if the Client becomes aware that the login details of any Authorised User are lost, stolen, or otherwise compromised.
- 5.9.** The Client is responsible for making all arrangements necessary for Authorised Users to gain access to the PayFit Service, including setting up all Ordinary Accounts using the appropriate features and functionalities of the PayFit Service.
- 5.10.** The Client shall not at any time, whether during or after the Term, accept any commission or payment for, or otherwise seek to profit financially or otherwise from granting access to the PayFit Service to Authorised Users.
- 5.11.** The Client shall indemnify and defend PayFit, and its agents and contractors from and against any and all losses, damages, claims, liabilities or expenses (including reasonable lawyer's fees) arising out of a claim brought by an Authorised User or any other third party relating to the Client's use of the PayFit Service (except to the extent caused by PayFit's negligence).

## **6. CLIENT'S OBLIGATIONS**

### **6.1. The Client:**

- 6.1.1.** must have a high-speed internet connection and must use the Services with the Google Chrome browser (version 64.0.3282 and later versions) and with one of the following operating systems: Microsoft Windows (Windows 8 and later versions), Android (4.1 and its later versions), Mac OS (10.10 and its later versions), Apple iOS (9 and its later versions), and Linux, that are technical prerequisites;
- 6.1.2.** must update this browser and these operating systems in order to be able to fully use the PayFit Product;
- 6.1.3.** must communicate to PayFit the requested, exact and updated Content for the execution of the Services and the Set-Up and, more generally, must give PayFit its full support in the execution of the PayFit Services. In this respect, the Client undertakes to fulfil the following general obligations:

  - 6.1.3.1.** update, correct and complete the information and data it files or provide to PayFit during the use of the Services (via the PayFit

Product or not);

- 6.1.3.2.** set up, on its own initiative, the necessary qualified staff to ensure the performance of its obligations;
- 6.1.3.3.** provide sufficiently qualified and documented information so that they may be operated by PayFit as part of its Services,
- 6.1.3.4.** check the accuracy, completeness and integrity of the Content before any communication to PayFit or before to file them on the PayFit Product and update them in real time,
- 6.1.3.5.** meet the deadlines set forth in the Subscription Agreement and/or in any communication with the Client regarding the submission of the requested Content.

More generally, when the Set-Up is done, the Client acknowledges that it is alone responsible to fill into the PayFit Product all the Content specific to it, configure its Account in real time based on any changes in its situation or the situation of the Staff Members and update it in real time, as PayFit is not responsible for the check of this Content as the PayFit Product processes this Content automatically. As a result, the Client acknowledges that any incompleteness, inaccuracy or omission can lead to errors in the documents and data from the Services provided by PayFit without the latter being held liable in this regard. Therefore, in this context, the Client is alone responsible:

- of the accuracy, integrity, quality, legality, reliability and suitability of the Content;
  - to obtain all the rights related to the use of the Content.
- 6.1.3.6.** must update its account and the Content in real time according to the evolution of its situation and the situation of his staff members during the Contract;
  - 6.1.3.7.** must comply with all applicable laws and regulations with respect to its use of the PayFit Services and its activities under the Agreement;
  - 6.1.3.8.** must use the PayFit Services in accordance with the terms of the Agreement and shall be responsible for any acts and omissions in connection with the use of the PayFit Services by its Authorised Users;
  - 6.1.3.9.** must ensure that the Client ends an Authorised User's right to access

and use the PayFit Services, if the Authorised User ceases its employment or other relationship with the Client;

- 6.1.3.10.** must notify PayFit in writing if there are any changes to any of the Client's contact details as set out in the Subscription Contract;
- 6.1.3.11.** must ensure that its network and systems, including its internet browser and operating systems, comply with any relevant specifications provided by PayFit in writing (including e-mail) from time to time;
- 6.1.3.12.** is solely responsible for procuring and maintaining its network connections and telecommunications links from its systems in order to access and use the PayFit Service; and
- 6.1.3.13.** must require all the Authorised Users to take the measures required to ensure the security of the access to all of the Accounts, mainly through unique, personal and strong passwords that have to be kept strictly confidential and must make sure that each Authorised User ensures the security of his/her User Account, which assumes that it imposes the rules as regards access and identification, mainly pertaining to the use of unique, personal and strong passwords that are kept strictly confidential ;
- 6.1.3.14.** must not do, or allow any Authorised Users or other persons to do, any of the following:
  - 6.1.3.14.1.** access, store, distribute, or transmit any Virus through the PayFit Service;
  - 6.1.3.14.2.** use the PayFit Service to access, store, distribute, or transmit any material that is unlawful, harmful, threatening, defamatory, inflammatory, violent, obscene, infringing, harassing, or racially or ethnically offensive;
  - 6.1.3.14.3.** use the PayFit Service in a manner that is illegal or causes damage or injury to any person or property;
  - 6.1.3.14.4.** use any automated system, including without limitation "robots", "spiders", or "offline readers", to access the PayFit Service in a manner that sends more request messages to the PayFit Service than a human can reasonably produce in the same period of time by using a conventional online web browser;
  - 6.1.3.14.5.** attempt to interfere with or compromise the integrity or security of the PayFit Service, and PayFit reserves the right, without liability or prejudice to its other rights under the

Agreement, to disable the Client Account or access to all or any part of the PayFit Service by any Authorised User, for any breach of any provision of this clause 6.1.3.14.

## **7. USE OF THE SERVICES**

- 7.1.** Payfit may monitor the Client's and Authorised Users' use of the PayFit service to ensure the quality of, and improve the PayFit Service, and verify the client's compliance with the Agreement.
- 7.2.** The Parties agree that the PayFit Services may evolve during the execution of the Agreement and the Client agree that new Service Features (in Beta version or final version) can be provided in addition to the Service Features listed in Specific Terms of Service to the Client as part of the PayFit Services.

## **8. AUDIT**

- 8.1.** PayFit may, on reasonable notice to the Client, during normal business hours, access the Client's business premises in order to audit its use of the PayFit Service and its compliance with the Agreement.
- 8.2.** The Client will grant to PayFit, or its agent or representative, all necessary access rights to the Client's premises, records or to any computer hardware belonging to or under the control of the Client to allow such audit to be carried out and shall furnish PayFit, its agent or representative, with such information in respect of the use of the PayFit Service as PayFit may reasonably require.
- 8.3.** If any audit pursuant to clause 8.1 or otherwise reveals any use of the PayFit Service not in accordance with the Agreement, without prejudice to any remedies PayFit may have in respect of a breach by the Client of its obligations under the Agreement, the Client shall, within 21 days of receipt of an invoice for the same, pay to PayFit its reasonable fees and expenses incurred in carrying out the audit.

## **9. IMPORTANT NOTE ON INTELLECTUAL PROPERTY RIGHTS**

- 9.1.** PayFit is the owner or licensee of all intellectual property rights in the PayFit Service. These works are protected by copyright and other laws and treaties around the world. All such rights are reserved. Except as expressly set out in the Agreement, PayFit does not grant to the Client any rights to or licences in respect of the PayFit Service.
- 9.2.** The Client will not, when using the PayFit Service:
  - 9.2.1.** attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the PayFit Service in any form or media or by any means;
  - 9.2.2.** attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the PayFit Service;
  - 9.2.3.** access all or any part of the PayFit Service in order to build a product or service which competes with the PayFit Service, or use or attempt to use the PayFit Service to directly compete with PayFit; or
  - 9.2.4.** erase or remove any proprietary or intellectual property notice contained in the PayFit Service.
- 9.3.** The Client grants PayFit a licence to access, download and use the Client Data for the purpose of:
  - 9.3.1.** providing the PayFit Service to the Client, including analysing the Client Data

in accordance with the functionalities of the PayFit Service;

- 9.3.2.** developing, testing, improving and altering the functionality of the PayFit Service; and
  - 9.3.3.** producing anonymised or anonymised and aggregated statistical reports and research.
- 9.4.** The Client represents and warrants to PayFit that it has the necessary right, title, interest and consent, in each case as necessary to allow PayFit to use the Client Data (personal data or other) in accordance with the Agreement. The Client shall maintain a backup of the Client Data and PayFit shall not be responsible or liable for the deletion, correction, alteration, destruction, damage, loss, disclosure or failure to store any Client Data.
- 9.5.** PayFit may use the Client's name, logo, and related trade marks in any of PayFit's publicity or marketing materials (whether in printed or electronic form) for the purpose of highlighting that the Client uses the PayFit Service and alongside any testimonials that the Client has agreed to give. The Client grants PayFit such rights as are necessary to use its name, logo, related trademarks and testimonials for the purpose of this Article 9.5.
- 9.6.** The Client agrees to provide regular feedback to PayFit in relation to its use of the PayFit Service. By submitting feedback, the Client acknowledges that PayFit may use and allow others to use this feedback in the PayFit Service or otherwise without any restriction and without payment of any kind to the Client.
- 9.7.** The Client undertakes to immediately inform PayFit about the existence of a potential violation of an intellectual property right it may know and immediately communicate the information that it may hold in this regard.
- 9.8.** If infringement proceedings are initiated by a third-party against a Party on the grounds that a component of the information, concepts, characteristics, instructions, software, data, hardware or components provided by the other Party would violate the intellectual property rights of a third-party, the latter will ensure the defence of the other Party at its own expenses and will compensate it for any damages, harm, costs and expenses of any kind that are directed to the third-party according to an enforceable judicial decision or are negotiated by amicable settlement by the other Party in the context of a possible transaction.
- 9.9.** PayFit would not be liable to compensate the Client if infringement proceedings are initiated because of
- 9.9.1.** a non-compliant use of the Services by the Client or the Users;
  - 9.9.2.** the use of the Services in a modified form by the Client or the Users;
  - 9.9.3.** the use of an element not provided in full by PayFit.

## **10. DATA PROTECTION**

- 10.1.** To the extent that PayFit processes any personal data on behalf of the Client as a processor or subprocessor as a result of hosting the Client Data or otherwise as a result of the Client's use of the PayFit Service, it shall do so in accordance with the data processing addendum ("DPA") in Annex of the Specific Terms of Service.
- 10.2.** For the purpose of this clause 10 the terms "**controller**", "**processor**", "**data subject**", "**personal data**", and "**process**" shall have the same meaning as set out in Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on

the free movement of such data.

- 10.3.** In the context of the contractual relationship with the Client, PayFit is able to process, as data controller, some Client's personal data for the following purposes:
- 10.3.1.** carrying out operations related to the management of Clients concerning: agreements, orders, deliveries, invoices, accounts and particularly the management of client accounts;
  - 10.3.2.** carrying out operations related to the provision of the PayFit Services: allowing the Client to create and use its administrator account on the PayFit Services; providing it with its Services and ensuring their proper operation; ensuring the monitoring of the Services through the different assistance services;
  - 10.3.3.** carrying out operations related to its commercial relationship with the Client: suggesting it to follow webinars and other trainings or to be part of the Testing User Community; putting it in contact with other clients; communicating about its offers and the developments in its Services; improving the use of the Services by the Client; improving the Services; carrying out satisfaction surveys, managing complaints; carrying out opinion polls, studies, surveys and product tests; putting clients and prospective clients in contact with other clients to discuss about the PayFit services;
  - 10.3.4.** compiling commercial statistics;
  - 10.3.5.** managing the unpaid payments and disputes;
  - 10.3.6.** responding to any requests from public authorities;
  - 10.3.7.** combating money laundering or financing of terrorism;
  - 10.3.8.** allowing the Client to exercise its rights described below.

PayFit undertakes to store the personal data that is thus collected for the duration that is necessary for the purpose of the processing operations in accordance with the legal provisions in force.

The information collected and processed by PayFit under these General Terms of Service are likely to be communicated to the affiliated companies of PayFit as well as its sub-processors.

The persons concerned by the processing operations have different rights under the protection of personal data (mainly a right of access to and rectification of the information concerning the person) that can be exercised by an email sent to [legal@payfit.com](mailto:legal@payfit.com) or by a postal letter addressed to: PayFit, 1 rue de Saint-Pétersbourg, 75008 Paris, France along with a copy of an identification document.

PayFit undertakes to maintain an updated record of processing of personal data of the Client that it carries out as Controller.

## **11. CONFIDENTIAL INFORMATION**

- 11.1.** Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential

Information shall not be deemed to include information that:

- 11.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
  - 11.1.2. was in the other party's lawful possession before the disclosure;
  - 11.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
  - 11.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or
  - 11.1.5. is required to be disclosed by law, by any court of competent jurisdiction, or by any regulatory or administrative body.
- 11.2. Each party shall hold the other party's Confidential Information in confidence and, unless required by law, shall not make the other party's Confidential Information available for use for any purpose other than as needed to perform the terms of the Agreement.
- 11.3. Each party shall take all reasonable steps to ensure that the other party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.
- 11.4. Each party shall take a backup of its own Confidential Information and shall not be responsible to the other party for any loss, destruction, alteration, or disclosure of Confidential Information.

## 12. FEES AND PAYMENT

12.1. The Client will pay:

- 12.1.1. the Set-up/Onboarding Fees;
- 12.1.2. the Base Fee;
- 12.1.3. the Price per Staff Member according to the applicable packaging ;
- 12.1.4. the Add-ons Fees;
- 12.1.5. Correction Fees when applicable;
- 12.1.6. Billing correction Fees when applicable.

in each case as set out in the Subscription Contract and as the Billable PayFit Services Fees may evolve according to the situation of the Client.

The Client acknowledges that the Billable PayFit Services Fees are likely to increase or decrease depending on the following variables:

- (a) the change of packaging or subscription to new add-ons;
- (b) the increase or decrease in the number of entities and/or Staff Members

and/or Salary slips per Staff Member as compared to the number declared at the signing date of the Agreement;

(c) the possible revision of the PayFit Services Fees;

The Client acknowledges and accepts that the Price Invoiced to the Client will take into account, if needed, these possible changes and will correspond to the price that the Client must pay for the Services provided during the concerned month.

**12.2.** PayFit shall:

**12.2.1.** submit an invoice to the Client on the signing Date in respect of the Set Up/Onboarding Fees being understood that the invoices will be sent in PDF to the Client contact email;

**12.2.2.** submit an invoice to the Client the last business day of each Term as from the first Payroll Month specified in the Specific Terms of Service for the monthly Billable PayFit Services Fees;

**12.2.3.** submit an invoice to the Client in respect of the additional Set-Up/Onboarding Fees in case of new entities of the Client as part of the Agreement.

**12.3.** The Client shall provide PayFit with its bank details and any other information reasonably requested by PayFit. The Client hereby authorises PayFit to debit the Fees to the Client's bank account on the date of each invoice issued in accordance with clause 12.2, and the Client shall execute any additional documentation, or provide such other confirmation or authorisation, as reasonably required in order for PayFit (or any service provider engaged by PayFit for this purpose) to collect any Fees due directly from the Client's bank.

The Client hereby agrees that the invoices are settled by direct debit via the use of the GoCardless secure direct debit service. Unless otherwise provided in the Specific Terms of Service, the client shall take note of the conditions for use of the GoCardless service accessible at <https://gocardless.com/legal/merchants/> which it states to expressly accept. Each direct debit through GoCardless will be made on the date of issue of the invoice.

**12.4.** If PayFit has not received payment in full within thirty (30) days upon the date of the relevant invoice, and without prejudice to any other rights and remedies available to PayFit:

**12.4.1.** interest shall accrue on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclays Bank PLC at the due date for payment of the relevant Fees, commencing on the due date for payment and continuing until the Fees have been paid in full, whether before or after judgement; and

**12.4.2.** the Client shall reimburse PayFit for all reasonable costs and expenses (including reasonable lawyers' fees) incurred by PayFit in collecting any overdue amounts.

**12.5.** If PayFit has not received payment in full within 30 days of the date of the relevant invoice, and without prejudice to any other rights and remedies available to PayFit,

PayFit may, without liability to the Client, suspend or temporarily disable all or part of the Client's access to the PayFit Service and PayFit shall be under no obligation to provide any access to the PayFit Service while the relevant sum remains unpaid.

**12.6.** All amounts and Fees stated or referred to in the Agreement:

**12.6.1.** are payable in pounds sterling; and

**12.6.2.** are exclusive of VAT unless otherwise expressly stated, which shall be paid at the same time as payment of the Fees.

**12.7.** Unless otherwise agreed between the parties in writing, PayFit may increase any of the PayFit Services Fees upon giving at least 30 (thirty) days notice in writing to the Client, such increase to take effect from the commencement of the Extended Term following expiry of such notice. If the Client is unhappy with the increase, the Client may give notice to terminate the Agreement at the end of the Initial Term or the then-current Extended Term (as applicable) by providing at least 15 (fifteen) days' written notice to PayFit, such notice to expire no later than the end of the Initial Term or the then-current Extended Term (as applicable). The Fees will not increase during the notice period.

**12.8.** The Client also agrees that the PayFit Services Fees can also change when the scope of the Services Features evolves compared to the scope of the Services Features at the time they were subscribed to and detailed in the Subscription Contract.

### **13. AVAILABILITY AND SUPPORT**

**13.1.** PayFit will use commercially reasonable endeavours to make the PayFit Product available with an uptime rate of 98,5%, except for:

**13.1.1.** planned maintenance for a period of more than 2 hours on a Business Day during normal working hours (UK) for which one week notice will be given. However, PayFit will use reasonable commercial efforts to ensure that any planned maintenance occurs outside normal working hours (UK); and

**13.1.2.** unscheduled maintenance during normal business hours (UK time) or otherwise, for which PayFit will use reasonable endeavours to give the Client advance notice.

**13.2.** PayFit will use reasonable endeavours to provide a level of support and advice on the use of the PayFit Service that is appropriate to the nature of any issues requiring support or advice during Business Hours.

**13.3.** The Client shall provide all support reasonably required by PayFit to perform its obligations under this clause 13, including providing reasonably detailed descriptions of issues and updates on the performance of the PayFit Service.

**13.4.** PayFit shall not be under any obligation to provide support or advice in accordance with clause 13.2 if :

**13.4.1.** a response to the query submitted by the Client is available in the online assistance or frequently asked questions sections of the PayFit Service;

**13.4.2.** the request for assistance does not relate to the functionalities or use of the

PayFit Service;

- 13.4.3. the request for assistance was not submitted through the ways required by PayFit;
- 13.4.4. the request for assistance relates to issues arising under tax or employment law, or would otherwise requires advice from a regulated professional;
- 13.4.5. the request for assistance is unlawful or otherwise in breach of the Agreement, or relates to an act that, if carried out would be unlawful or otherwise in breach of the Agreement; or
- 13.4.6. the request for assistance otherwise falls outside the scope of PayFit's competence.

#### 14. SUSPENSION AND TERMINATION

- 14.1. As stated in Article 3, either party can terminate the Agreement at the end of the Initial Term or the then-current Extended Term (as applicable).

The termination shall be noticed to the other party at least 15 days prior to the expiry date of the current Term by email to the address [customeruk@payfit.com](mailto:customeruk@payfit.com) being understood that the current month will be invoiced and the Agreement will be end as of the last business day of the current Term unless otherwise agreed between the parties.

- 14.2. Without prejudice to any other rights or remedies available to PayFit, if the Client fails to pay any sum due to PayFit and such sum remains outstanding for a further 30 days following notice requiring such sum to be paid, PayFit may immediately terminate the Agreement on giving notice to the Client, without liability for PayFit to the Client.

- 14.3. Without prejudice to any other rights and remedies available to PayFit, PayFit may terminate the Agreement by notice with immediate effect, or such notice as PayFit may in its sole discretion elect to give, if the Client:

- 14.3.1. infringes PayFit's intellectual property rights in the PayFit Service;
- 14.3.2. is in breach of clauses 9.2 and 11;
- 14.3.3. is in breach of any applicable law.

- 14.4. Without prejudice to any other rights and remedies available to PayFit, PayFit may immediately suspend the Client Account (in whole or in part), any Authorised User accounts and any Authorised User's right to access and use the PayFit Service without giving prior notice to the Client, if:

- 14.4.1. the Client is in material or persistent breach of any of the terms of the Agreement;
- 14.4.2. in PayFit's reasonable determination, the Client is suspected of being in material breach of any of the terms of the Agreement,

and for the purposes of this clause 14.4, the parties acknowledge that any breach of clauses 9.2 and 11 will be a material breach of the Agreement.

- 14.5.** Without prejudice to any other rights and remedies available to it, either party may terminate the Agreement at any time with immediate effect on giving notice in writing to the other party, if that other party:
- 14.5.1.** is in material or persistent breach of any of the terms of the Agreement and either that breach is incapable of remedy, or, if capable of remedy, the other party fails to remedy the breach within thirteen (30) days after receiving written notice requiring it to remedy the breach; or
  - 14.5.2.** is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.
- 14.6.** On termination of the Agreement for any reason:
- 14.6.1.** all rights and licences granted under the Agreement shall immediately terminate and the Client's right to access and use, and grant Authorised Users the right to access and use the PayFit Service will end;
  - 14.6.2.** each party shall return to the other party or (at the other party's request) destroy, and make no further use of, any Confidential Information (and all copies thereof) belonging to the other party (provided that each party may retain documents and materials containing Confidential Information to the extent required by law or any applicable governmental or regulatory authority).
  - 14.6.3.** All the amounts due by the Client to PayFit on the date of the termination should be paid and the termination will not lead to any reimbursement of the amounts paid to PayFit by the Client in the context of the execution of the Agreement.
  - 14.6.4.** The provision of the PayFit Services will be stopped
- 14.7.** PayFit shall permit the Client to request to download any Client Data from the PayFit Service for a period of thirty (30) calendar days after the expiry or termination of the Agreement. All the data and information of the Client will be made available to the latter as a download or, if the volume is too important, it will be sent on an external medium. PayFit can prepare an estimate in case of a special request from the Client generating additional costs in the context of the transferability of its data and information (for example a conversion into a complex format). PayFit may thereafter:
- 14.7.1.** delete any Client Data at any time;
  - 14.7.2.** retain Client Data upon expiry or termination of the Agreement in order to comply with applicable law, or as PayFit may deem necessary to prosecute or defend any legal claim (in which case PayFit may retain Client Data for a reasonable period of time pending resolution of such obligation or issue), in each case subject to the DPA.
- 14.8.** Termination of the Agreement for whatever reason shall not affect any rights or remedies of the parties that have accrued up to the date of termination.
- 14.9.** Any provision of the Agreement that expressly or by implication is intended to come

into force or continue in force on or after expiry or termination of the Agreement shall survive and continue in full force and effect.

## **15. LIMITED WARRANTY**

- 15.1.** PayFit undertakes to make the PayFit Service available as set out in clause 13.1, and the Client's sole and exclusive remedy, and PayFit's sole liability, with respect to any failure by PayFit to provide the PayFit Service in accordance with clause 13.1 is for PayFit to use commercially reasonable efforts to repair the affected part of the PayFit Service so that it is available in accordance with clause 13.1.
- 15.2.** Other than as set out in clause 15.1, the PayFit Service is provided on an "AS IS" basis and PayFit gives no representations, warranties, conditions or other terms of any kind in respect of the PayFit Service, whether express or implied, including (but not limited to) warranties of satisfactory quality, merchantability, fitness for a particular purpose, or non- infringement.
- 15.3.** PayFit undertakes to secure the use of the PayFit Product in accordance with the measures explained on its website. PayFit can give more details about these security measures on Client request.
- 15.4.** Except as expressly provided for in the Agreement:
- 15.4.1.** all representations, warranties, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement; and
- 15.4.2.** PayFit will not be responsible for any interruptions, delays, failures, or non availability affecting the PayFit Service or the performance of the PayFit Service which are caused by third party services (including Third Party Sites), errors or bugs in third party software, hardware, or the Internet on which PayFit relies to provide the PayFit Service, or any changes to the PayFit Service made by or on behalf of the Client, and the Client acknowledges that PayFit does not control such third party services and that such errors and bugs are inherent in the use of such software, hardware and the Internet;
- 15.4.3.** PayFit will not be responsible if there is/are one or more errors in the Services provided by PayFit, in the context of the Agreement, due to inaccuracy or incompleteness of the Content, the Client alone shall be responsible in such case. In the latter case, the Client acknowledges that the regularisation of its situation, mainly with respect to social and administrative bodies, would require special investments, that such a regularisation cannot be included in the PayFit Services and can, as a result, be provided as an additional service by PayFit, which would be billable in addition to the PayFit Services Fees on an estimate that is accepted by the Client beforehand.
- 15.4.4.** PayFit will not be responsible in case of fraudulent access to the PayFit Service due to a defect or security failure resulting from negligence, error or omission on the part of an Authorised User or even the Client,
- 15.4.5.** PayFit will not be responsible for the accidental destruction of the Client Data relating by the Client or a third-party having accessed the Services without authorisation, without any fault or omission of PayFit;
- 15.4.6.** PayFit will not be responsible if PayFit is not able to provide the PayFit Services for the first month of payroll as stated in the Specific Terms of Service due to a failure to fulfil its obligations of Article 6.1.3. and/or 6.1.4. of the General Terms of Service
- 15.4.7.** The Parties agree that PayFit cannot be held liable with respect to the

Content provided by the Client or for a non-compliant use by the Client of the elements of the PayFit Product protected by an intellectual property right.

- 15.5.** The PayFit Service may contain links to, or call the servers of, third party websites, data or services that are not under PayFit's control, solely at the direction of and/or as a convenience to the Client ("**Third Party Sites**"). As such, PayFit is not responsible for, and makes no express or implied warranties with regard to, the information, content or other material, products, or services that are contained on or are accessible through, or the policies regarding use and privacy in respect of, Third Party Sites. Access to and use of Third Party Sites, including information, content, material, products, and services on such websites or available through such websites, is solely at the Client's risk.

## **16. PAYFIT'S LIABILITY**

- 16.1.** The Client hereby agrees that PayFit shall perform the Agreement with a duty to take reasonable care and not with a strict liability as the PayFit Services are provided with the support of the Client. PayFit assumes responsibility for the consequences of its mistakes, errors or omissions, except if they are caused by the Client itself or a user or an authorised third-party as well as in case of acts of God.
- 16.2.** Subject to clause 16.3, PayFit will not be liable to the Client, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss arising under or in connection with the Agreement in conditions that fall into any of the following categories: loss (whether direct or indirect) of profit, goodwill, business, business opportunity, revenue, turnover or reputation; loss (whether direct or indirect) of anticipated saving or wasted expenditure; loss of or damage to data; or any special, indirect or consequential damage or loss, costs or expenses.
- 16.3.** Nothing in the Agreement excludes or limits PayFit's liability for death or personal injury caused by PayFit's negligence, or for fraud or fraudulent misrepresentation.
- 16.4.** PayFit's total liability in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, arising under or in connection with the Agreement (other than under clause 17) shall in all circumstances be limited to the Service Fees payable by the Client in respect of the 12 (twelve) months prior to the event giving rise to the claim.

## **17. CHANGES TO THE PAYFIT SERVICE**

The Client recognises that PayFit is always innovating and finding ways to improve the PayFit Service with new features and services. The Client therefore agrees that the PayFit Service may change and evolve from time to time and no warranty, representation or other commitment is given in relation to the continuity of any version of a functionality of the PayFit Service. Any modification in the Services that are already subscribed to by the Client is binding on the latter without advance notice

## **18. INSURANCE**

The Parties warrant that they have obtained a professional indemnity insurance covering all the damages that could occur during the execution of the Agreement and undertake to keep it up-to-date.

## **19. GENERAL**

### **19.1. Written communications**

Applicable laws may require that some of the information or communications that PayFit sends to the Client should be in writing. When using the PayFit Service, the Client accepts that communication with PayFit will mainly be electronic. PayFit will contact the Client by e-mail or provide the Client with information by posting notices on the PayFit Service. For contractual purposes, the Client agrees to this electronic means of communication and the Client acknowledges that all contracts, notices, information and other communications that PayFit provides to the Client electronically comply with any legal requirement that such communications be in writing.

The Parties acknowledge that the electronic acceptance of the Agreement (namely via the use of Pandadoc) has the same force between the Parties as an Agreement on paper.

### **19.2. Analysis**

PayFit, in order to create statistical analyses and conduct research for the purpose of development, is liable to (i) compile statistical data and other information associated to the execution, operation and use of Services, and (ii) use the data from the Services in an aggregated and anonymous form for the security and management of the operations, which the Client acknowledges and accepts.

PayFit is liable to use these analyses of the Services, it being stated that they will not incorporate the Content, Personal Data and confidential information in a form that could be used to identify the Client or its Staff Members, nor any other physical person, which the Client acknowledges and accepts.

The Client acknowledges and accepts that PayFit will keep all the intellectual property rights on these analyses of Services.

### **19.3. Notices**

All notices given by the Client to PayFit must be submitted through the address: [customeruk@payfit.com](mailto:customeruk@payfit.com) unless otherwise specified in the Specific Terms of Service. PayFit may give notice to the Client at either the e-mail or postal address the Client provides to PayFit, or any other way that PayFit deems appropriate. Notice will be deemed received and properly served immediately when posted on the PayFit Service or 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

### **19.4. Transfer of any rights and obligations**

The Client may not transfer, assign, charge or otherwise deal in the Agreement, or any of the Client's rights or obligations arising under the Agreement, without PayFit's prior written consent.

#### **19.5. Events outside a party's control**

Neither party shall be liable to the other party for any delay or non-performance of any of its obligations under the Agreement arising from any cause beyond its control including, without limitation, any of the following: telecommunications failure, Internet failure, act of God, act of a third party, governmental act, war, fire, flood, explosion, or civil commotion. Notwithstanding the foregoing, nothing in this clause shall excuse the Client from any payment obligation under the Agreement.

#### **19.6. Third party rights**

Other than as expressly stated in the Agreement, a person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

#### **19.7. Waiver**

No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

#### **19.8. Severability**

If any provision of the Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions of the Agreement shall not be prejudiced.

#### **19.9. Law and jurisdiction**

This Agreement shall be governed by, and construed in accordance with, English law, and each party hereby submits to the exclusive jurisdiction of the courts of England.

## ANNEX 1

### SERVICE FEATURES

This information is valid on the date of signature of the Agreement. The PayFit Product evolves and new features are regularly developed. The list can be updated in the newsletters sent to the Client or by an update of the General Terms and Conditions communicated to the Client. The Client therefore acknowledges and accepts that the updated list of Service Features that will prevail over this Annex is the latest one sent to the Client in a newsletter.

#### **Light:**

- Payroll Management
- Real Time Information submissions management
- Pension contribution management
- Access and security management
- Bank file management
- Self-onboarding

#### **Standard:**

- Payroll Management
- Real Time Information submissions management
- Pension contribution management
- Expense management
- Absence management
- Orgchart and directory management
- Internal communication management
- Onboarding management
- Access and security management
- Bank file management
- HR Integrations with other softwares
- Live onboarding + training
- P11D management

#### **Premium:**

- Payroll Management
- Real Time Information submissions management
- Pension contribution management
- Expense management
- Absence management
- Orgchart and directory management



Internal communication management

Onboarding management

Access and security management

Bank file management

HR Integrations with other softwares

Live onboarding + training

CIPP experts

QBR

Non-standard pensions

P11D management

Custom payroll journals

Personal Account Manager

Call back

## **ANNEX 2**

### **SECURITY POLICY**

#### **1. PEOPLE**

1.1 All candidates' backgrounds are checked, according to relevant laws and aligned with the business requirements, on employment history as on degrees and qualifications.

1.2 All employees are required to sign a confidentiality agreement and to follow the internal digital policy, as part of the global intern regulation.

1.3 Devices security policies are enforced globally through a centralised management tool with monitoring and remediation capabilities.

1.4 Security training for all employees is performed regularly. Intern security policies are quarterly reviewed.

1.5 Each development and management tasks, and their relative duties, follow a RACI matrix structure, allowing to segregate the roles of developing, consulting and validating.

#### **2. PHYSICAL**

2.1 Physical access to PayFit facilities is protected by individual identification badges. 2.2 Offices are monitored 24x7 by an alarm system with video-surveillance capabilities. 2.3 Physical accesses are logged during 45 days.

2.4 Visitors and external staff are under mandatory direct supervision of a PayFit staff member.

#### **3. DATA**

3.1 All data, including backups, are stored in France.

3.2 All stored data is encrypted in transit and at rest, including any backup copies of the data. Besides, sensitive data are anonymized or not transmitted to subprocessors.

3.3 Users must authenticate themselves by email and password (controlled by a strict policy), with the option of a second factor of authentication (2FA) received by SMS.

3.4 Internally, access to data, by authorised staff members only, happens through a VPN, protected by 2FA authentication.

3.5 Data transmission are performed through TLS/SSL only with HSTS and Perfect Forward Secrecy fully enabled. PayFit certificates score an "A" rating on SSL Labs' tests.

3.7 Only onboarding team, support team and technical teams are authorised to access customer data, with a proportional and justified reason to do so. Such accesses are systematically logged.

#### **4. LEGAL**

4.1 Payroll system tested by the best experts in the field (especially Pierre-Jean Fabas, editor in chief of legisocial.fr).

4.2 Computation reliability is ensured by automatic testing and verifications.

4.3 An internal team is solely dedicated to legal and conventional monitoring.

#### **5. HOSTING AND NETWORK**

5.1 All hosting facilities are managed directly by Amazon Web Services, in respect of ISO 27001 controls.

5.2 All transmission between client and server and to external systems are performed through end-to-end HTTPS encryption.

5.3 PayFit network is split into subnetworks, each handling a specific function, both for performance and security enhancement. Testing and production environments are strictly separated.

5.4 PayFit network is isolated from the Internet, with the exception of a single entry point (proxy). Each point inside the network follows strict firewall rules.

5.5 Access to PayFit systems are protected through AWS and Kubernetes rights management. Access to data, by authorised staff members only, happens through a VPN, protected by 2FA authentication.

5.6 Data transmission from IT system that stores or processes personal data is monitored and logged.

5.7 All servers are synchronised through an AWS NTP server.

#### **6. LOGGING**

6.1 Audit logs are deployed to trace authentication and monitor logical system access, as well as data access and modifications.

6.2 Systems technical events, like errors, are monitored and logged separately.

6.3 Access to logs happens through a specific name space, a VPN, with mandatory 2FA authentication and is password protected.

6.4 Logs data are automatically replicated on 3 nodes in 3 different area in France (AWS servers, certified ISO 27001). All those data are handled on servers with automatic failover system.

6.5 Retention of audit logs is set to one year.

#### **7. AVAILABILITY & RESILIENCE**

7.1 All data are continually replicated on 2 nodes for our databases and on 3 nodes for our AWS S3 storage. Each node is hosted in a specific datacenter, separated from others. All data are handled on servers with automatic failover system.



7.2 Backups are performed on an hourly basis and their full recovery process verified on a daily basis.

7.3 Backups are transmitted through end-to-end HTTPS encryption.

7.4 Backups are replicated 3 times. All accesses are protected through AWS andKubernetes rights management.

## **8. SECURITY AUDITS**

8.1 PayFit uses technologies such as Sentry and AWS Cloudtrail to provide an audit trail over its infrastructure and the PayFit application. Auditing allows to perform adhoc security analysis, track changes made to PayFit setup and audit access to every layer of the stack.

8.2 PayFit runs a private bug bounty program on HackerOne to identify and mitigate security threats. Access to this program is by invitation only.