

Payingit International

CONDITIONS OF SERVICE PAYROLL ADMINISTRATION

These Conditions of Service apply as a supplement to the general terms and conditions. They have been drawn up in accordance with law, with the intention of creating clarity in advance and providing a framework for cooperation.

Article 1 - Scope

1. These Conditions of Service apply as a supplement to the General Terms and Conditions, to any Proposal from Payingit International B.V. and to any Contract concluded between Payingit International B.V. and the Client.
2. These Conditions of Service may be amended or supplemented by Payingit International B.V. at any time. The amended Conditions of Service will then also apply to any pre-existing Contract(s) with effect from one month after written notification of their amendment has been given.

Article 2 - Definitions

In these Conditions of Service the following definitions shall apply:

1. **Payroll Administration Department:** the provision, without any sub-contracting and outside employment or acceptance of work, of services as payroll administration adviser in the broadest sense of the term, including, but not limited to, setting up and/or carrying out a payroll administration, analyzing and/or interpreting data derived from a payroll administration, supplying third-party software and automation packages and carrying out tax work insofar as these derive from or are related to the aforementioned activities, the provision of administrative, tax and organizational advice with regard to personnel, payroll administration and computerization, in the broadest sense of the terms.

Article 3 - Payingit International B.V.

1. The broadening of the Services beyond Payingit International B.V.'s control, which expansion is necessary in the context of the performance of the Contract, will be entirely for the account of the Client.
2. Payingit International B.V. is obliged to carefully store the information originating from the Client in accordance with the statutory period of 7 years.
3. If the Client's information stored by Payingit International B.V. or third parties is damaged or destroyed, Payingit International B.V. will not be liable if the loss cannot be attributed to it.

4. The information referred to in the previous paragraph also applies to damage to or destruction of the information during transport or shipment, regardless of whether the shipment has been made by or on behalf of the Client or third parties.
5. If and insofar as any third party holds Payingit International B.V. liable or asserts legal claims against Payingit International B.V. relating to the damage or destruction of the information provided by the Client to Payingit International B.V., the Client will indemnify Payingit International B.V. accordingly.

Article 3 – Personal data and privacy

1. Payingit International B.V. will treat the personal data of employees that come to its knowledge in the context of the Contract as confidential and store and process it in accordance with the provisions of the Personal Data Protection Act and other relevant legislation.
2. In the event of a data leak, where there is a risk of loss or unlawful processing of personal data, Payingit International B.V. will notify the Personal Data Protection Board and the Client.
3. The Client indemnifies Payingit International B.V. against any claim by the Client, its employees, or other third parties against Payingit International B.V. in connection with a breach by Payingit International B.V. of the provisions of this article and reimburses the related costs incurred by Payingit International B.V..