

ANNEX 2 – PAYROLL SERVICES

This Annex 2 for PAYROLL Services forms an integral part of and should be read in conjunction with the Topsource Worldwide Group Service General Terms and Conditions which shall regulate the services contained under this Annex 2 in relation to any aspects not specifically covered hereunder.

Annex 2 covers all the specific terms and conditions applicable to PAYROLL SERVICES.

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

- a) Authorised Persons:** the persons or categories of persons that the Client authorises to give TopSource written personal data processing instructions as identified in the Order for Services Form and from whom TopSource agrees to accept such instructions.
- b) Authorised Usage Limit:** the limit (if applicable) of Authorised Users in the Initial Term or any Renewal Period, as set out in the Order for Services Form.
- c) Authorised Users:** those employees, agents and independent contractors of the Client who are authorised to use the Online Services.
- d) Initial Term:** the initial term of the Agreement as specified in the Order for Services Form.
- e) Online Service:** TopSource's online platform providing access to human resource data or supplier and customer data through an online portal accessed with User IDs and passwords.
- f) Registration Information:** the name and e-mail address of each Authorised User.
- g) Services:** the services supplied by TopSource to the Client as set out in the Order for Services Form (including, if set out in the Order(s), payroll, and/or Online Services).
- h) Virus:** anything or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network, or any telecommunications service; or adversely affect the user experience;

2. SUPPLY OF SERVICES

- 2.1 Notwithstanding anything to the contrary under clause 3 of the Conditions above TopSource: i) does not warrant that the Client's use of the Services will be uninterrupted or error free; nor that the Services and/or the information obtained by the Client through the Services will meet the Client's requirements; and ii) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the salary payment processing, transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 2.2 In the event that the Services include the Online Service, TopSource warrants to the Client that the Online Service will conform in all material respects with its description as set out in the Order and grants to the Client a non-exclusive, non-transferable right to permit the Authorised Users to use the Online Service during the Term solely for the Client's internal business operations. Subject to clause 2.3 if the Client gives notice in writing to TopSource that the Online Service does not comply with the warranty set out in this clause 2.2 then TopSource shall remedy the Online Service so that it complies with the warranty or where after a reasonable time it is unable to do so, TopSource shall refund the such of the Charges relating to the Online Service that have been paid (less a reasonable sum, as applicable, for any use of Online Service during a period where it did comply with the warranty).
- 2.3 TopSource shall not be liable for the Software's failure to comply with the warranty set out in clause 2.2 above upon the occurrence of one or more of the following events:
 - 2.3.1 The Client makes any further use of the Online Service after giving notice in accordance with clause 2.2
 - 2.3.2 The defect arises because the Client failed to follow TopSource's oral or written instructions as to the use and maintenance of the Online Service; and/or
 - 2.3.3 The Client modifies or alters the Online Service without the written consent of TopSource.
- 2.4 Where TopSource remedies the Online Service or provides a refund in accordance with clause 2.3, then TopSource shall have no additional liability to the Client in respect of the Online Service's failure to comply with the warranty set out in clause 2.2.

3. PAYROLL SERVICES CLIENT'S OBLIGATIONS

- 3.1 The Client is wholly responsible for verifying and validating the final payroll prior to giving approval to TopSource for processing. Any errors and omissions, regardless of source of such errors or omissions, that are processed by TopSource thereafter are solely the Client's responsibilities;
- 3.2 By approving the payroll, the Client is confirming that they have reviewed, at minimum that (i) no former employees are included in the payroll; (ii) all employees' bank details are correct; (iii) all new employees are included in the payroll; (iv) gross pay amounts for each employee are in line with expectations; (v) total company pay is in line with the Client expectations; and (vi) any adjustments have been completed as requested; and

any change to such information is promptly notified to TopSource and its employees, agents, consultants and subcontractor.

3.3 In the event that the Services include the Online Service, the Client:

- 3.3.1 shall ensure that the Client's network and systems comply with the relevant specifications provided by TopSource from time to time, including the provision of reliable internet access and adequate bandwidth for use of the Online Service;
- 3.3.2 shall be solely responsible for procuring and maintaining its network connections and telecommunications links for the Client's systems to the access the Online Service, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet;
- 3.3.3 shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Online Service that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive or causes damage or injury to any person or property and TopSource reserves the right, without liability to the Client, to disable the Client's access to any material that breaches the provisions of this clause;
- 3.3.4 except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the parties and except to the extent expressly permitted under this Agreement: i) shall not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Online Service in any form or media or by any means; or ii) shall not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Online Service; iii) shall not access all or any part of the Online Service in order to build a product or service which competes with the Online Service;
- 3.3.5 subject to clause 3.3.4, shall not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Online Service available to any third party except the Authorised Users;
- 3.3.6 shall not attempt to obtain, or assist third parties in obtaining, access to the Online Service, other than as provided under this clause 3.3;
- 3.3.7 shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Online Service and, in the event of any such unauthorised access or use, promptly notify TopSource;
- 3.3.8 acknowledges and agrees that the Online Service is provided to the Client only and shall not be considered provided to any subsidiary or holding company of the Client, unless stated otherwise in the Order.

3.4 In the event that the Services include the Online Service, in relation to Authorised Users, the Client:

- 3.4.1 shall provide TopSource with Registration Information (and the Client warrants that prior to providing such Registration Information to TopSource, the Client has obtained such consents from the relevant Authorised Users as are necessary to ensure compliance with applicable Data Protection Legislation), such Registration Information to be correct at all times during the Term;
- 3.4.2 acknowledge and agree that:
 - (a) access to the Online Service shall be granted to individual Authorised Users only and shall be limited by reference to the Authorised Usage Limit;
 - (b) such access and relevant passwords may only be used by the individual Authorised User to whom they were assigned and shall not be transferred, assigned or otherwise loaned (whether for temporary use or otherwise) in any manner whatsoever;
 - (c) when an Authorised User's employment with the Client ceases or is re-assigned (or is otherwise no longer to be granted access to the Online Service), the Client shall notify TopSource immediately in writing in order that the corresponding access and password can be disabled.
- 3.4.3 shall ensure that the Authorised Users use the Online Service in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- 3.4.4 shall maintain a written list of current Authorised Users and shall provide such list to TopSource as may be reasonably requested by TopSource from time to time; and
- 3.4.5 acknowledge and agrees that TopSource may audit compliance with this clause 3.4 on reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business.

4. FEES AND PAYMENTS

- 4.1 TopSource shall invoice the Client, and the Client shall pay each invoice submitted by TopSource, as detailed in the Order for Services Form. Time for payment shall be of the essence of the Agreement on a monthly basis during the Term. The Client shall indemnify TopSource against all loss or damage that results from any failure and / or late payment of any invoice under the Agreement.

5. TERM AND TERMINATION

- 5.1 The Agreement shall commence on the Commencement Date for the initial term of 12 months ("Initial Term") and thereafter shall be automatically renewed for successive Renewal Periods of 12 months unless either party notifies the other party of termination in writing at least 90 (ninety) days before the end of the Initial Term or the applicable Renewal Period (and in such circumstances the Agreement shall terminate on the expiry of the Initial Term or the applicable Renewal Period).