



**MORE  
PAYROLL**

TEKNOLOJİK İNSAN KAYNAKLARI YÖNETİMİ

**MORE PAYROLL PAYROLLING AND INCENTIVE SERVICES  
PAYROLL SERVICE AGREEMENT**

**Offer Date 07.02.2022**



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**Subject:** Payroll Services Contract

**Date:** 07.02.2022

More Payroll, one of the leader companies on its sector with 15 years of corporate business experience, thousands of businesses, ten thousands of individual payroll & incentive services; sustaining the existence of businesses, which are constantly driven by competitive conditions, adds value to its shareholders with its innovative and cost-centered approaches.

Detailed information about our consultancy service you intend to supply, prepared upon your request, is given below. We would like to inform you that we are waiting for your valuable feedback with all our trainers and consultants staff in order to meet your request at the highest level.

Best Regards.

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**Bursa:** İzmir Street St. Aktaş Plaza No.: 178/3 Nilüfer | Phone: +90 (224) 453 20 72 -73-75pbx

**İstanbul:** Kısıklı St. Nu.: 28/2 D. 215 Altunizade Üsküdar | Phone: +90 (216) 888 15 23

**Antalya:** E.Çelebi St. Nu:23 Remel Plaza Nu:106 Muratpaşa / Antalya Phone: 0 (242) 745 09 24

**Sakarya:** Semerciler Mh. Gökçe Sk. Nu:42/B Adapazarı/SAKARYA Phone: 0546 972 57 54

[www.morepayroll.com](http://www.morepayroll.com)



## ARTICLE 1: PARTIES

### 1.1-Sumika Polymer Compounds

(Together with all of the above-mentioned titles/companies, they will be identified as CUSTOMER in this text.)

### 1.2- MORE PAYROLL PAYROLLING AND INCENTIVE SERVICES LTD. STI.

(Barış Dt. İzmir Yolu St. Nu: 178/8 Aktaş Plaza Floor: 3 Nilüfer/BURSA) will be referred to as MORE PAYROLL in this text.

A contract has been drawn up between the parties under the following conditions.

## ARTICLE 2: SUBJECT

Within the personnel management process of the customer for whom payroll service is provided, the management of the employees in accordance with the legal regulations, starting with the employment declaration and including the exit process, SGK, İŞKUR, Police, etc. to make notifications about the demands of institutions.

Within the scope of More Payroll service, it is not a subcontractor of the Customer within the scope of Subcontractor Regulation No. 27010, and is obliged to bear all legal responsibilities of customer personnel.

## ARTICLE 3: SCOPE

### 3.1. Payroll Process

- PDKS (Personnel attendance tracking system) tracking
- Follow-up of job entry and exit procedures
- PDKS registry card transactions
- PDKS (Personnel attendance tracking system)

### 3.2. Payroll Process

- PDKS data is completed and transferred to Payroll
- Entering R&D-Design and General payroll data
- Opening/updating registry cards

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- Opening of the payroll period
- Advance, leave, execution, overtime etc. processing of data into payroll
- Minimum living allowance (AGI), management of BES processes
- Calculation of severance and notice indemnities
- Preparation of salary lists
- Printing payrolls
- Preparing the reports to be given to the accounting
- Keeping and backing up payroll and other official reports for legal periods

### 3.3. Declarations Process

- Recruitment-exit processes
- Work accident notifications
- Incapacity report notifications
- Law enforcement reporting procedures
- TURKSTAT notification procedures
- All official correspondence and legal notices
- Giving the identity notification that should be given to the Police / Gendarmerie

### 3.4. SSI Incentive Services

- Incentive Practices No. 6111
- Incentive Practices No. 7103
- Incentive Practices No. 7252
- FA/NU Incentive Practices

### 3.5. Labor and Social Security Legal Consultancy

- Labor Law No. 4857,
- 6098 Turkish Code of Obligations,

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- General Law No. 5510,
- Unemployment Insurance Law No. 4447,
- Turkish Penal Code No. 5237,
- Supporting the Occupational and Social Security Processes with references to the Occupational Health Law No. 6331.
- Management of Termination Processes
- Managing Compensation Processes
- Short Working Unpaid Leave Support Consultancy
- Supporting SSI Applications

## **ARTICLE 4: RESPONSIBILITIES**

### **4.1-More Payroll**

More Payroll is obliged to carry out the payroll process in accordance with the current laws in force. In case the information requested by our institution (Document, Document, etc.) at the point of payroll service is sent to us via e-mail in a timely manner, MORE PAYROLL will assume the penal responsibility for faulty operations to be made. The responsibilities of MORE PAYROLL regarding the services it undertakes to provide, specified in this contract, will be valid after this precondition.

### **4.2-Customer**

The CUSTOMER is obliged to inform MORE PAYROLL in a timely and complete manner about the information, documents and technical support issues that MORE PAYROLL will need during the working process and to deliver the necessary documents to MORE PAYROLL. MORE PAYROLL is not responsible for any damages that may arise otherwise.

## **ARTICLE 5: TERM AND TERMINATION**

This contract has been made for a fixed period of time, lasting 1 year from the date of signing. In the event that one of the parties actually incurs losses due to the fault of the other, the right to terminate the contract belongs to the parties. Any of the parties may terminate the contract unilaterally/stop the service for the period following the current calendar year, provided that a written notice is given 4 months in advance. All rights of the parties arising from the contract for the current calendar year remain. In the event that either party terminates the contract, it is obliged to deliver the shared data, while acting within the scope of the Personal Data Protection Law.

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\*Time can be extended if the parties agree.

## **ARTICLE 6: SERVICE FEE AND PAYMENT TERMS**

**Pricing: 25 ₺ / VAT NOT INCLUDED per Payroll**

**SSI Incentive Fee: 2% VAT NOT INCLUDED**

With the monthly definition of the payroll process, the payment will be made within 15 days as of the invoice date. At the end of the first year following the start of the service, a price increase will be realized in line with the (TEFE + TUFE) / 2 increase rates declared by TURKSTAT for the previous period.

## **ARTICLE 7: OBLIGATION TO KEEP CONFIDENTIALITY**

MORE PAYROLL must have a sufficient number of equipment and expert personnel while performing the works and transactions subject to the contract. The lack of equipment and expert personnel will not be accepted as an excuse for the disruption of the works in any way. MORE PAYROLL must immediately pay the CUSTOMER in cash and in full for any damage that may arise due to the inadequacy of the equipment or the lack of experience and knowledge of the personnel. The services specified in this contract are KNOW-HOW information created as a result of long-term work, experience, time, effort and material compensation, and cannot be transferred to third parties and cannot be used by the CUSTOMER in any way, including himself, even at the end of this contract. It is the parties' responsibility to keep this information confidential. The provisions of the above article do not prejudice the CUSTOMER's rights to all other claims and lawsuits arising from this contract or laws.

## **ARTICLE 8: PENALTY CONDITIONS**

Provided that the Customer fully fulfills its responsibilities specified in Article 4.2, More Payroll is responsible for the compliance of the services within the scope of Article 3 of this agreement with legal regulations; is liable to indemnify the actual and legal damages that the Customer may incur due to errors in these services. If the customer is liable to public institutions and organizations due to the miscalculation or delay he has proven, and has to pay compensation or delay increase, he invoices this price to More Payroll I without the need for a second warning and requests that the compensation be paid to him within one week. The right to terminate the contract immediately

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arises. Incorrect or incomplete payroll issuance of More Payroll to the Customer, default in the workflow, etc. In case of damage in certain circumstances, this damage is collected by deducting from the next amount that More Payroll will receive. If this amount of damage cannot be covered with a fee deduction, the Customer immediately issues a loss invoice to More Payroll for the amount that cannot be covered, and requests that the uncoverable portion of the damage be paid to him. The provisions of the above clause do not prejudice the Customer's and More Payroll's all other claims and litigation rights arising from this Agreement or the laws.

#### **ARTICLE 9: FORCE MAJEURE**

The parties will not be held responsible for not fulfilling their obligations in full or on time due to force majeure. Force majeure will be valid if approved by the chamber of commerce of the province where it occurred. When the force majeure disappears, the parties may request from each other for the continuation of this Agreement. In the event that the force majeure lasts more than 30 (thirty) days, both parties can exercise their right of unilateral termination.

#### **ARTICLE 10: EVIDENCE AGREEMENT**

All kinds of correspondence and notifications, reports, fax messages, e-mails, computer records between the Parties, including receipts and invoices to be created by the Parties within the framework of this Agreement, Article 287 of the Civil Procedure Law No. 1086 of the Republic of Turkey shall constitute the exclusive and definitive evidence between the Parties.

#### **ARTICLE 11: NOTICE**

All kinds of notices, requests and other notifications to be made within the framework of this contract shall be made to the addresses of the Parties specified in Article 1. The parties agree that their specified addresses are legal notification addresses, that they shall notify the other party in writing of any changes that may occur in these addresses, within 2 (two) working days at the latest, otherwise, notifications to these addresses will bear all the provisions and consequences of a valid notification.

#### **ARTICLE 12: PRIVACY**

The information obtained within the scope of the performance of this contract or the data obtained in accordance with the other laws listed in the Law will be used to improve the quality of the services we provide, to carry out the transactions that are the subject of the contract, to improve the services offered to you and our quality policy. Again, the data under our responsibility, your personal data collected for this purpose, is only processed by our company, and will not be

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transferred to any third party/institution, except for any reason brought by legal obligations, and is not currently transferred.

#### **ARTICLE 13: TRANSFER PROHIBITION**

The subject of this agreement imposes an obligation on the parties to do business in person and cannot be transferred to individuals or companies.

#### **ARTICLE 14: CIRCULAR SERVICE**

Circular Service: Within the scope of Payroll and Incentive Service, circular service will be provided free of charge for current legislation follow-up.

#### **ARTICLE 15: DISPUTE RESOLUTION**

Bursa Courts and Enforcement Offices are authorized in case of disputes arising from this contract.

#### **ARTICLE 16: OTHER SUBJECTS**

This contract consists of 16 (sixteen) articles and 8 (eight) pages. This contract has been drawn up in one copy and enters into force on ..... after being signed by the parties. Stamp duty arising from this contract is mutually paid equally.

**SUMİKA POLYMER COMPOUNDS**

Signature

**MORE PAYROLL**

Signature

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