

Commercial Proposal:

1. All the quoted fees are based on the headcounts and estimated salaries provided in the **Requirements Summary** section of the **Commercial Proposal** and are subject to change if the actual requirement of the Client changes.
2. Implementation fees are payable in advance of the implementation process start.
3. All Recurring Service Fees and Costs are invoiced together for each Payroll Period. All Payments shall be made by bank transfer to such bank account specified by Mercans in the respective invoice. All invoices are due not less than five (5) Business Days before the Payday for the Payroll Period they relate to.

In the event of late payment, Mercans reserves the right to charge interest on all overdue amounts at a rate of 2% per month. Client is responsible for legal fees and collection costs incurred by Mercans in connection with any overdue amounts.

4. Recurring Fees are based on the funding currency being the same as the host country's statutory currency. Additional recurring fee of USD 2.00 per employee (subject to a monthly minimum fee of USD 150) applies if the funding currency is different from the statutory currency.
5. Off-cycle, delayed payroll payments, and additional payroll runs, including the payroll runs generated due to incorrect or post-cut-off inputs, are subject to a minimum per payroll run fee of USD 250.
6. The Client is responsible for funding payroll payments and third-party payments in advance of the payments being made by Mercans. All Payments shall be made by bank transfer to such bank account specified by Mercans in the respective invoice.
7. Mercans is not responsible for any delays or related fines if the funds are not received by Mercans in accordance with the agreed-upon payroll processing calendar. All payroll payments made by Mercans outside the normal payroll processing cycles due to late funding by the Client are subject to additional processing fees defined in **Section 5 above**.
8. The Client must pay the invoices net of all bank charges and withholding tax, if applicable. If a withholding tax or another local tax is levied on an invoice, such withholding tax or local tax will be added (grossed up) to the total of the invoice and not subtracted.
9. Early termination fee ("Early Termination Fee") applies for each hosted Employee if the Services related to a hosted Employee are terminated before the earlier of either the expected Employment Termination Date or 1 year from the corresponding Service Order Date.

The Early Termination Fees are calculated by applying the below Termination Fee Percentages to the total Service Fees that would have been applicable for the Service Period between the actual Employment Termination Date and the earlier of either the estimated Termination Date or 1-year anniversary of the related Service Order (“Early Termination Period”).

For example, if the hosted Employee is terminated 4 months before the estimated Termination Date and the total Service Fees for the Early Termination Period would have been USD 500, then the Termination Fee is 25% of USD 500:

• Early Termination Period	• Termination Fee Percentage
• 1-3 Months	• 15%
• 4-6 Months	• 25%
• 7-9 Months	• 50%
• 10-12 Months	• 75%

“Early Termination fee shall not be charged if the Client provides a replacement of terminated employee within 3 months from the effective date of termination.”

10. All employee master data and monthly payroll inputs must be provided in a predefined format. Any manual conversion of the data is subject to additional fees.
11. One non-statutory letter per employee will be provided without any charges. In case of hard copy, the actual cost for shipment shall be charged to the Client.
12. shall be assigned with an immediate and dedicated customer success team who will contact you within
13. Fees do not include the following items and shall be quoted/charged based on the actual requirement and occurrence,
 - a. Third-party fees directly related to the provision of services; including, government fees, legalization, notarization fees, etc.
 - b. Banking and currency conversion fees.
 - c. Travel or other out-of-pocket expenses.
 - d. Fees related to any Immigration Procedures are not covered in the scope of the Commercial Proposal.
 - e. Any applicable VAT, sales, or withholding taxes.

Premium Onboarding:

- Subscription to the **Premium Onboarding** ensures swift and hassle-free onboarding of your employees.
- You are no longer required to wait in queues and an onboarding team led by a dedicated Customer Success Manager (CSM) is assigned to you within 6-12 hours of us receiving the payment.
- Based on the requirement, the onboarding team arranges multiple sessions to
 - Understand your requirements in detail in the discovery session.
 - Advise/Offer multiple possible solutions.
 - Walk you through the onboarding process.
 - Working with you on arranging the required information for onboarding.
 - Ensuring the successful completion of the Onboarding process.
- Premium Onboarding fees shall be adjusted in the monthly recurring fees.
- **Exclusive Access:** In case of doubts at any stage of the process, you can directly communicate with your dedicated CSM to get clarifications.

Free Service:

- The Free Services shall not be applicable if any of the following apply:
 - Client employee is not actively using the HR Blizz **Employee Self Service** (ESS).
 - Client employee did not log the issue using Mercans' standard ticketing portal.
 - Client employee did not complete the service survey issued via the ticketing portal.
 - The issue raised by client employee is out of the agreed contractual service scope and KPIs.