

Commercial Terms

Last Updated: 14 April 2025
Effective: 14 April 2025

COMMERCIAL TERMS

1	DEFINITIONS	2
2	PRICING PROPOSAL.....	2
3	COMMERCIAL TERMS	2

1 DEFINITIONS

- 1.1 **“Pricing Proposal”** means the original proposal at the onset of the Agreement, any subsequent Pricing Proposal, any work request, any change in scope proposal and or any additional operational support proposal, which was accepted by the Customer and having been specifically incorporated by reference, forming part of this Agreement.

2 PRICING PROPOSAL

- 2.1 To the extent that there is a conflict between the payment terms of these Commercial Terms and the payment terms and / or terms and conditions of the Pricing Proposal, the terms and conditions of these Commercial Terms shall prevail.

3 COMMERCIAL TERMS

3.1 Banking Details

- 3.1.1 Customer banking details will be captured as part of the registration process on the Deel Local Payroll Application.
- 3.1.2 Service Provider is authorised to debit the Customer’s bank account with the relevant implementation fees, training fees, consumption fees or any additional fees that arise due to additional services or modules that the Customer may have selected or may select from time to time.

3.2 Payment and Service Suspension

3.2.1 Deposit and Advance Billing

- 3.2.1.1 On sign-off or acceptance of the Proposal, where applicable, Service Provider will debit Customer’s bank account with a deposit amount equal to 35% (thirty five percent) of the implementation amount quoted.
- 3.2.1.2 Monthly Subscription-based Services, Software as a Service and Outsourced Service subscriptions, where applicable, will be invoiced, and debited against Customer’s bank account, for a period of 3 months in advance, based on the number of employees as per the Proposal.
- 3.2.1.3 Outsourced Services parallel runs are invoiced at the normal outsourcing per payslip rate. Where the timeframe for the mutually agreed Parallel and/or Go-Live period (the month in which an employee is first paid from the Deel Local Payroll Application) is not met, based on non-performance from the Customer, an amount equal to seventy-five (75) percent of the per payslip monthly subscription fee shall be charged until the Go-Live has transpired, after which the full amount will be charged.

3.2.2 Post Implementation Billing

- 3.2.2.1 All non-subscription and subscription-based invoicing will be invoiced on the last day of every calendar month and debited against Customer’s bank account, on the 8th day of every calendar month or alternatively as per the payment terms specified, where applicable, in the Proposal. In the event that the last calendar day or the 8th falls on a public holiday or weekend, then the invoicing or debiting process will be done on the 1st business day thereafter.
- 3.2.2.2 Any additional pay-runs (commission, interim etc.) that take place between or after the initial monthly invoicing process, which involves additional employees not billed in the initial run, will be invoiced, and debited against Customer’s bank account on the 8th day of every calendar month. In the event that the 8th falls on a public holiday or weekend, then the invoicing will be debited against Customer’s bank account on the 1st business day thereafter.

3.2.3 Service Suspension

- 3.2.3.1 Without prejudice to Service Provider’s other rights and remedies, if any amount owed by Customer under this Agreement is overdue, Service Provider may suspend Customer/ Business Partner’s access and use of the Deel Local Payroll Application and/or performance of Services, until such amounts are paid in full.

3.3 Disputes

- 3.3.1 It is Customer’s responsibility to, where applicable, dispute any invoices 24 hours after invoices have been inserted on Customer’s profile.
- 3.3.2 Notification of the dispute together with documented proof need to be forward via email to finance@payspace.com.

3.4 Refunds

- 3.4.1 Refunds will be done within 8 business days from the date that Service Provider and Customer reached agreement on the dispute.
- 3.4.2 Customer's account will be debited with new invoice amount within 8 business days from dispute resolution date.
- 3.5 **Training.** Training shall be charged at the then prevailing training rate.
- 3.6 **Work Requests** (Written request from Customer to Service Provider). Work Requests will be charged as per the stipulations contained in the signed Work Request document where applicable.
- 3.7 **Change of Scope.** Change of Scope will be charged as per the stipulations contained in the signed Change of Scope document.
- 3.8 **Consumption Fees**
 - 3.8.1 Product Consumption fees will be charged for per module based on the modules selected as per the original and any other subsequent Proposals.
 - 3.8.2 Pricing is based on a per employee (software as a service), per payslip (outsourced services) or user sliding scale and pricing can therefor vary / change based on the number of employees (software as a service), payslips (outsourced services) processed, or users licenced.
 - 3.8.3 Subject to sub-clause 3.2.1.2 above, Payroll and Base HR will be charged for from the first parallel run.
 - 3.8.4 All other modules will be charged from date and time of Payroll and base HR first live run.
 - 3.8.5 **Payroll and Base HR**
 - 3.8.5.1 **Software as a Service**
 - 3.8.5.1.1 Charged per active employee – An active employee is defined as having any component that has a value that is not zero, in any run.
 - 3.8.5.1.2 All employee calculations such as parallel runs or historical payslips (restricted to the current tax year), will be billed at the per employee rate.
 - 3.8.5.2 **Outsourcing Services**
 - 3.8.5.2.1 All monthly processing is billed at a per payslip rate or a minimum billing fee per entity, whichever is more at the time of billing during each pay period. If the consumption value for payslips within a given month, for a specific entity is less than the minimum rate, the minimum rate will apply. However, if the consumption value for payslips processed within a given month for a specific legal entity exceeds the value of the minimum rate, the per payslip rate will apply.
 - 3.8.5.2.2 Monthly per employee (software as a service) or per payslip (outsourced services) charges become applicable from the first payroll take-on run of each respective payroll.
- 3.8.6 **Performance Management**
 - 3.8.6.1 Charged monthly per active employee, per employee bracket
- 3.8.7 **Workforce Planning**
 - 3.8.7.1 Charged monthly per active employee, per employee bracket.
- 3.8.8 **Additional Tax Module**
 - 3.8.8.1 Charged monthly per active employee, per country (excluding the base country), per employee bracket.
- 3.8.9 **Multi-Currency Expat Module**
 - 3.8.9.1 Charged monthly per active employee per employee bracket.
- 3.8.10 **OrgChart**
 - 3.8.10.1 Base Charge (Unlimited Users): monthly per employee bracket.
 - 3.8.10.2 Planning Monthly (Unlimited Users): monthly per employee bracket.
 - 3.8.10.3 Point in Time (Unlimited Users): monthly per employee bracket.

- 3.8.11 **Cloud Analytics and Power BI**
 - 3.8.11.1 Initial Once Off Charge: per user, per employee bracket.
 - 3.8.11.2 Monthly Charge: per user, per employee bracket.
- 3.8.12 **Recruitment**
 - 3.8.12.1 Fixed Monthly fee charged based on the Service Type selected.
- 3.8.13 **Historical Data**
 - 3.8.13.1 Data take-on pricing excludes the take-on of historical data.
- 3.9 **Additional Operational Support Services**
 - 3.9.1 Service Desk calls that exceed 15 minutes and, where the call is not related to an issue attributable to the Deel Local Payroll Application or Services, are chargeable at the then ruling operational support services rates.
 - 3.9.2 Service Desk Support calls are chargeable per hour or part thereof.
 - 3.9.3 Additional Operational Support is charged at the then ruling rates or priority support option selected.
 - 3.9.4 Unless otherwise specified in a priority support option, fees (service desk and additional operational support) are invoiced monthly in arrears.
- 3.10 **Overtime**
 - 3.10.1 Overtime will be charged for at the then ruling rates.
 - 3.10.2 Requests for overtime needs to be authorised by Customer and Service Provider in writing and must be requested well in advance.
 - 3.10.3 Same day requests for overtime assistance might not be approved by Service Provider and are subject to operational availability.
- 3.11 **Standby Support**
 - 3.11.1 Standby support, in essence, is a request for availability after hours.
 - 3.11.2 Standby support will be charged for at the then ruling standby support rate.
 - 3.11.3 Standby support is payable even if no assistance was required.
 - 3.11.4 The duration of actual support during a standby support period will be charged at the then ruling overtime rates, over and above the standby fee.
 - 3.11.5 Requests for standby needs to be authorised by Customer and Service Provider in writing and must be requested well in advance.
 - 3.11.6 Same day requests for standby support might not be approved by Service Provider and are subject to operational availability.
- 3.12 **Travel, Accommodation, Subsistence, and any other Disbursements.** Any Travel, Accommodation, Subsistence, and any other Disbursements should be pre-approved by Customer.
- 3.13 **Government Taxes.** All invoicing will be inclusive of all taxes and / or Government Taxes as applicable.
- 3.14 **Exchange Rates.** Service and consumption charges, where applicable, may be subject to foreign exchange fees or variances in exchange rates.
- 3.15 **Extraordinary Expenses.** Extraordinary expenses are for the account of Customer.
- 3.16 **Annual Increases and Price Lists**
 - 3.16.1 All service and consumption fees will be increased annually in October.
 - 3.16.2 Such increases will be based on the Consumer Price Index ("CPI") plus 2(two) percent of the country where Service Provider is located.
 - 3.16.3 Service Fees and Consumption Charge price lists are available on request.
 - 3.16.4 Pricing contained in price lists exclude any form of Government levies, charges, and taxes.
- 3.17 **Invoicing**

3.17.1 Customer invoices and receipts are available on the Deel Local Payroll Application under Customer's Configuration → Financial Menu → Invoices and Receipts sub-menu item.

3.17.2 **Non-subscription-based invoices:**

3.17.2.1 Invoices are published as and when the services are performed.

3.17.3 **Subscription-based invoices:**

3.17.3.1 It is the Customer's responsibility to obtain the necessary invoices from the Deel Local Payroll Application.