Spreedly

SERVICE AGREEMENT

Part A: Parties

SPREEDLY	
Name:	Spreedly, Inc.
Address:	300 Morris Street, Suite 400
City/State:	Durham, NC 27701

CUSTOMER	
Name:	Loyalty Angels Ltd (t/a Bink)
Address:	2 Queens Square, Ascot Business Park, Lyndhurst Road
City/Country:	Ascot, Berkshire SL5 9FE, England

PRIMARY SPREEDLY CONTACT	
Name:	Doug Fry
Title:	Enterprise Account Manager
Phone:	07398582326
Email:	dfry@spreedly.com

PRIMARY CUSTOMER CONTACT	
Name:	Nitin Bhakta
Title:	Partnerships Manager
Phone:	01344 838977
Email:	nbhakta@bink.com

SPREEDLY FINANCE CONTACT	
Name:	Spreedly Accounting Department
Phone:	888-727-7750
Email:	accounting@spreedly.com

CUSTOMER BILLING CONTACT	
Name:	Jo Raine
Phone:	01344 838977
Email:	accounts@bink.com

Part B: Terms

1. This Service Agreement (including its exhibits, the "**Agreement**") is effective as of the last date of signing below ("**Effective Date**") and is between Spreedly, Inc. ("**Spreedly**"), and the customer listed above (the "**Customer**"). Except as otherwise provided herein, this Agreement is subject to the Spreedly Privacy Policy ("**Privacy Policy**"), which is incorporated herein by reference, and which can be viewed at https://spreedly.com/. To the extent that any term in the Privacy Policy conflicts with the terms of this Agreement or any inconsistency between the Privacy Policy and this Agreement exists, the terms of this Agreement shall prevail. The definitions and rules of interpretation that apply in this Agreement are set out in Exhibit E. For the avoidance of doubt, as of the Effective Date, this Agreement supersedes and replaces the Service Agreement between Spreedly, Inc. and Loyalty Angels Ltd (t/a Bink) dated 21 March 2016, as amended (the "**Prior Agreement**"), and the Prior Agreement is hereby terminated as of the Effective Date.

2. Provision and Use of Service.

   a. Spreedly hereby grants the Customer a worldwide, limited, non-exclusive, non-transferable license, without the right to sublicense, during the Term, to electronically access and use the Spreedly API (the "**Service**") to validate, tokenize and vault credit cards (and other payment types) and then process charges against those payment methods against one or more of the payment gateways that are integrated to the Service and/or third-party payment method receivers that Spreedly supports, and, where applicable, automatically update expired or lost credit cards. Spreedly is not a payment gateway or merchant account provider and Spreedly does not assume any direct or indirect liability or responsibility for Customer's agreements with payment gateways or merchant account providers supported on our Service. The foregoing license includes Customer's right to access and use Spreedly's website and any software programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance

releases) provided to Customer by Spreedly in connection with the Service. Furthermore, the foregoing license shall permit Customer's employees, consultants, contractors, interns and outsourced workers and the employees, consultants, contractors, interns and outsourced workers of Customer's business partners to access and use the Spreedly API or Spreedly iFrame Form and internet-based services as set forth in this Agreement, provided that Customer remains responsible for any obligation, financial or otherwise, of any such user.

b. Spreedly offers the Account Updater program as an optional offering within the Service. If Customer opts-in to the Account Updater program, Customer agrees to pay all applicable fees associated with the Account Updater program and to conform to the specific Account Updater program terms and requirements set forth in Exhibit D.

c. Customer agrees to comply with all laws, directives, rules and regulations (collectively, "**Laws**") applicable to its use of the Service. Spreedly agrees to comply with all Laws applicable to its provision of the Service.

d. Spreedly reserves the right to not store or submit any transaction Customer submits that Spreedly reasonably believes is in violation of this Agreement or applicable Law, or otherwise exposes Customer to harm, including but not limited to, fraud and other criminal acts. Where Spreedly exercises such right in relation to a transaction, Spreedly will notify Bink in writing (email is sufficient) within 24 hours of not storing or submitting such transaction.

3. Intellectual Property Rights.

a. The Service is licensed and not sold. Spreedly reserves all rights not expressly granted to Customer in this Agreement. The Service is protected by copyright, trade secret and other intellectual property laws. Spreedly owns the title, copyright and other worldwide Intellectual Property Rights (as defined below) in the Service and all copies of the Service. This Agreement does not grant Customer any rights to our trademarks or service marks. For the purposes of this Agreement, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the Laws of any state, country, territory or other jurisdiction.

b. Customer may submit comments or ideas about the Service, including without limitation, about how to improve the Service or other Spreedly products ("**Ideas**"). By submitting any Idea, Customer agrees that its disclosure is gratuitous, unsolicited and without restriction and will not place Spreedly under any fiduciary or other obligation, and that Spreedly is free to use the Idea without any additional compensation to Customer, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. Customer further acknowledges that, by acceptance of its submission, Spreedly does not waive any rights to use similar or related ideas previously known to Spreedly, or developed by its employees, or obtained from sources other than Customer.

c. Customer retains all Intellectual Property Rights in any Customer data (or data of Customer's clients). Spreedly shall not acquire any rights over such data other than those necessary to provide the Services under this Agreement. If at any time Spreedly is deemed by virtue of any Law, contract or otherwise to obtain any Intellectual Property Rights in such Customer data (or data of Customer's clients), Spreedly shall sign all documents and do all other acts which Customer may reasonably require to assign the Intellectual Property Rights in that Customer data (or data of Customer's clients) to Customer.

4. Term and Termination.

a. Unless otherwise terminated in accordance with this Agreement, the initial term of this Agreement shall be for a period of one year from the Effective Date (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one year periods (each, a "**Renewal Term**" and, together with the Initial Term, the "**Term**") unless either party has provided written notice of its intent to not renew this Agreement not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term.

b. Either party may terminate this Agreement, by written notice to the other party effective as of the date specified in such notice, if any of the following events shall occur:
   i. if the other party materially breaches this Agreement and such breach: (i) cannot be cured; or (ii) being capable of cure, remains uncured thirty (30) days after the breaching party receives written notice thereof; or
   ii. an order is made or a resolution passed for the winding up of the other party, for the appointment of an administrator, liquidator, administrative receiver or receiver of the other party or if any other person takes possession of or sells the other party's assets; or
   iii. the other party makes any arrangement or composition with its creditors or makes an application to Court for the protection of its creditors in any way; or
   iv. the other party ceases to trade; or
   v. if the other party commits a breach of applicable Law including the DPA, the PCI-DSS Standards and any Card Rules, which is material in the context of its obligations under this Agreement.

c. Subject to Section 4.d below, upon termination of this Agreement, (i) Spreedly will immediately discontinue Customer's access to the Service; (ii) Customer shall complete all pending transactions and stop accepting new transactions through the Service; (iii) Customer will discontinue use of any Spreedly trademarks and immediately remove any Spreedly references and logos from Customer's website; and (iv) each party promptly returns to the other or, if so directed by the other party, destroys all originals and copies of any Confidential Information of the other party (including all notes, records and materials developed therefrom).

d. Notwithstanding anything to the contrary in Section 4.c above, upon termination of this Agreement, Spreedly shall co-operate with Customer and shall continue to provide the Services as reasonably requested by Customer in order to migrate the Services to another supplier with as little disruption or interruption to the Services, or to Customer's business as possible, and all fees shall continue to accrue during the period of such migration.

e. Without prejudice to Sections 4.c and 4.d above, Spreedly will use all reasonable endeavours to agree an exit strategy with Customer detailing how to manage a planned or unplanned exit to ensure minimum disruption or interruption to the Services.

5. <u>Representations</u>.

a. Each party to this Agreement represents and warrants to the other that: (i) it possesses the legal right and corporate power and authority to enter into this Agreement and to fulfill its obligations hereunder; and (ii) its execution, delivery and performance of this Agreement will not violate the terms or provision of any other agreement, contract or other instrument, whether oral or written, to which it is a party.

b. Customer represents and warrants to Spreedly that: (i) it will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service; (ii) it will comply, at its own expense, with all Laws applicable to Customer, this Agreement, Customer's customer data and/or any card authorization, credit, ticket only, capture or settlement request, decline transaction, or other related transaction, completed or submitted under Customer's account, including without limitation and if and to the extent applicable: (A) the terms of service of the payment gateways, merchant service providers and/or API endpoints Customer connects with on the Service; (B) the operating rules, bylaws, schedules, supplements and addenda, manuals, instructions, releases, specifications and other requirements, as may be amended from time to time, of any of the payment networks including Visa, MasterCard, American Express, Discover Financial Services, and any affiliates thereof or any other payment network applicable to this Agreement; (C) PCI-DSS and PA-DSS, as applicable; and (D) any regulatory body or agency having jurisdiction over the subject matter hereof.

6. <u>Pricing</u>. Spreedly will charge Customer the fees outlined on <u>Exhibit A</u> for use of the Services.

7. <u>Confidential Information</u>.

a. Each party may disclose or make available its Confidential Information (in such capacity, the "**Disclosing Party**") to the other party (in such capacity, the "**Receiving Party**"). Subject to Section **Error! Reference source not found.**, "**Confidential Information**" "**Confidential Information**" means any and all technical and non-technical information, in any form or medium (whether in graphic, electronic, written or oral form), which: (i) if disclosed in writing or other tangible form or medium, is marked "confidential" or "proprietary", (ii) if disclosed orally or in other intangible form or medium, is identified by the Disclosing Party or its Representative (as defined below) as confidential or proprietary when disclosed and summarized and marked "confidential" or "proprietary" in writing by the Disclosing Party or its Representative within 30 days after disclosure, or (iii) due to the nature of its subject matter or the circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary; including but not limited to, any trade secrets, methods, techniques, drawings, designs, descriptions, specifications, works of authorship (including, without limitation, any software), patent applications or other filings, models, inventions, know-how, processes, algorithms, software source documents, and formulae related to the current, future, and proposed technologies, products and services of the Disclosing Party, and also any information concerning research, experimental work, development, engineering, financial information, purchasing, customer lists, pricing, investors, employees, business and contractual relationships, business forecasts, business plans, individually identifiable personal information, sales and merchandising, marketing plans of or related to the Disclosing Party and information the Disclosing Party provides to the other regarding or belonging to third parties. For avoidance of doubt, Spreedly's "Confidential Information" includes the source code for the Service and the methods, algorithms, structure and logic, technical infrastructure, techniques and processes used by Spreedly in developing, producing, marketing and/or licensing the Service.

b. "Confidential Information" does not include any information which: (i) now or hereafter enters the public domain through no breach of an obligation of confidentiality or other fault of the Receiving Party; (ii) the Receiving Party independently knows free of any obligation of confidentiality at the time of receiving such information; (iii) a third party hereafter furnishes to the Receiving Party without restriction on disclosure and without breach of any confidentiality obligations; or (iv) employees or agents of a Receiving Party have independently developed without any use of, or reference to, any of the Disclosing Party's Confidential Information and without breaching this Agreement.

c. The Receiving Party shall: (i) only disclose the Disclosing Party's Confidential Information to those of its and/or its affiliates' employees, officers, directors, partners, consultants, contractors, interns, outsourced workers, agents and representatives (collectively, its "**Representatives**") that have a need to know such Confidential Information and who have agreed to terms at least as restrictive as those stated in this Agreement; (ii) hold in strict confidence and not disclose any of the Disclosing Party's Confidential Information to any third party, except as permitted herein; (iii) protect and safeguard any and all of the Disclosing Party's Confidential Information using the same standard of care as it uses to protect and safeguard its own Confidential Information, but in no event less than a reasonable standard of care; (iv) use the Disclosing Party's Confidential Information only to the extent required for the purposes of this Agreement; (v) not reproduce the Disclosing Party's Confidential Information in any form except as required for the purposes of this Agreement; (vi) not reverse-engineer, decompile, or disassemble any software or devices disclosed by the Disclosing Party; (vii) not directly or indirectly export or transmit any of the Disclosing Party's Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (viii) promptly provide the Disclosing Party with notice upon discovery of any loss or unauthorized disclosure of the Disclosing Party's Confidential Information. Each party shall be liable for any failure of its Representatives to abide by the provisions of this Agreement as if such failure was the act or omission of such party.

d. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information: (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required or compelled by applicable Laws; or (ii) on a "need-to-know" basis and under an obligation of confidentiality to its legal counsel, accountants, banks and other financing sources and their advisors, or to a Qualified Security Assessor ("**QSA**") for the purpose of assessing compliance with **the Payment Card Industry Data Security Standards ("PCI-DSS")**. If the Receiving Party or any of its Representatives is compelled to disclose the Disclosing Party's Confidential Information pursuant to clause (i) above then, to the extent permitted by applicable Law, the Receiving Party shall: (x) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section **Error! Reference source not found.**; and (y) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section **Error! Reference source not found.**, the Receiving Party remains required by Law to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall disclose only that portion of the Disclosing Party's Confidential Information that the Receiving Party is legally required to disclose and shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

e. All Confidential Information (including all copies thereof) shall remain the property of the Disclosing Party. Upon the request of the Disclosing Party, the Receiving Party shall either (i) return such materials to the Disclosing Party; or (ii) certify in writing as to the destruction thereof.

f. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under this Section 7 would cause the other party irreparable harm for which monetary damages may not be an adequate remedy and that, if such breach or threatened breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other equitable relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

8. <u>References to Relationship</u>. Customer agrees that, from the Effective Date, Spreedly may identify Customer as a customer of Spreedly and use Customer's logo on our customers page (https://spreedly.com/customers) for the Term of this Agreement.

9. <u>PCI-DSS</u>. Spreedly represents and warrants that, at all times during the Term of this Agreement, it shall be fully compliant with PCI-DSS and all other applicable standards and guidelines issued by the PCI Security Standards Council, LLC, (the "**Council**") as modified from time to time, and shall, on request or on a periodic basis in accordance with the Card Rules (as defined below), provide proof thereof. In addition:

a. Spreedly covenants, represents and warrants that, at all times during the duration of this Agreement, it complies with and will comply with all applicable rules and guidelines regarding service providers, third-party agents and processors as issued by the Card Associations (the "**Card Rules**"), as updated from time to time, and including Card Rules applicable to U.S. and international credit card transactions. The term "**Card Associations**" means MasterCard, VISA, American Express, Discover, JCB or any other credit card brand or payment card network for or through which Spreedly Processes payment card transactions during the Term. "**Processes**," "**Processed**" or "**Processing**" shall mean any operation in relation to Personal Information irrespective of the purposes and means applied including, without limitation, access, collection, retention, storage, transfer, disclosure, use, erasure, destruction, and any other operation. "**Personal Information**" means any information that identifies or could reasonably be used to identify an individual person, including but not limited to names, cardholder data social security numbers, driver's license numbers, tax identification numbers, addresses and telephone numbers), or any information which is compiled or derived from any of the foregoing.

b. Spreedly represents and warrants that it validates its PCI-DSS compliance as required by the applicable Card Rules, and, as of the effective date of this Agreement, Spreedly has complied with all applicable requirements to be considered compliant with PCI-DSS Level 1, and has performed all necessary steps to validate its compliance with the PCI-DSS. Without limiting the foregoing, Spreedly represents and warrants: (i) that it undergoes an Annual On-Site PCI Data Security Assessment ("**Annual Assessment**") by a QSA and pursuant to its most recent Assessment, it is currently certified as compliant with the current version of PCI-DSS by the QSA; (ii) that it undergoes a quarterly network scan ("**Scan**") by an approved scanning vendor ("**ASV**") and that it is has passed its most recent scan. In no event will Spreedly transmit the Card Data to any location that is not designated as PCI-DSS Level 1 compliant as validated with a QSA per PCI-DSS specifications.

c. Spreedly will notify Customer within seven (7) days if it (i) receives a non-compliant Annual Assessment from a QSA; (ii) fails to undergo or complete any Annual Assessment prior to the expiration of the previous year's Annual Assessment; (iii) is unable to pass any of its Scans; or (iv) is no longer in compliance with PCI-DSS or where its PCI-DSS accreditation is made subject to any condition which means that Spreedly is unable to provide (or materially impaired in providing) the Services to Customer (Spreedly will also provide a copy of any relevant reports relating to such PCI issue to Customer).

d. Spreedly agrees to supply Customer with evidence of its most recent Annual Assessment prior to or upon execution of this Agreement. Thereafter, Spreedly shall annually supply to Customer, or make available on www.spreedly.com, evidence

of Spreedly's successful completion of its Annual Assessment and will, upon reasonable request, supply Customer with additional evidence of its overall PCI-DSS compliance status.

e. Spreedly shall, with respect to the Customer's data, which shall include Card Data, use only validated third-party payment applications that have been certified as compliant with the Council's Payment Application Data Security Standards ("**PA-DSS**"), as updated from time to time.

f. Customer may elect at any time to perform an automatic export of any Card Data or other credit card or user information associated with Customer's account to a third party endpoint for which Spreedly supports third-party vaulting (a "**Supported TPV Endpoint**") as set forth at: https://docs.spreedly.com/guides/third-party-vaulting/. For any endpoint that is not a Supported TPV Endpoint, Customer may request that Spreedly perform up to three (3) free-of-charge manual exports during the Term, of any Card Data or other credit card or user information associated with Customer's account to a recipient designated by Customer, provided the recipient has proven that it is PCI-DSS compliant and the transfer is not in violation of any applicable Laws. If Customer requires additional manual exports during the Term, each additional manual export shall incur a $1,000 charge. Spreedly reserves the right to delete all of Customer's Card Data and any other account data stored on its servers 30 days after the effective date of termination of this Agreement (the "**Data Transfer Window**"). If Customer requires additional time to arrange the export of its Card Data to a PCI compliant third party, it may extend the Data Transfer Window for additional 30 day periods by paying the relevant service fees in accordance with Exhibit A of this Agreement, in order to maintain an active account required for storage of Card Data on Spreedly servers.

10. Security. Without limiting the requirements of this Agreement, Spreedly agrees that all Customer Confidential Information (including Personal Information) will be secured from unauthorized access, use, disclosure, loss, theft and Processing using industry standard security practices and technologies. Without limiting the foregoing, Spreedly represents and warrants the following:

a. Spreedly has in place a comprehensive, written information security program designed to protect the information under its custody, management or control, including all Customer Confidential Information. Spreedly's information security program satisfies the requirements of all data security Laws applicable to Spreedly, and includes the following safeguards: (i) secure business facilities, data centers, servers, back-up systems and computing equipment including, but not limited to, all mobile devices and other equipment with information storage capability; (ii) network, device application, database and platform security; (iii) secure transmission, storage and disposal; (iv) authentication and access controls within media, applications, operating systems and equipment; (v) encryption of Customer Confidential Information placed on any electronic notebook, portable hard drive or removable electronic media with information storage capability, such as compact discs, USB drives, flash drives, tapes; (vi) encryption of Personal Information in transit and at rest; (vii) Personal Information must not be Processed in test, development or non-production environments; and (viii) Personnel security and integrity including, but not limited to, background checks consistent with applicable Law and the requirements of this Agreement. "**Personnel**" means a party's officers, directors, employees and authorized agents who contribute to the performance of such party's obligations under this Agreement. For purposes of the foregoing, a party and its officers, directors, employees and authorized agents shall not be deemed Personnel of the other party.

b. Spreedly shall regularly, but in no event less than annually, evaluate, test and monitor the effectiveness of its information security program and shall promptly adjust and/or update such programs as reasonably warranted by the results of such evaluation, testing, and monitoring.

c. All Spreedly Personnel with access to Customer Confidential Information are provided appropriate information security and privacy training to ensure their compliance with Spreedly's obligations and restrictions under this Agreement, with applicable Laws and with Spreedly's information security program.

11. Breaches of Security.

a. "**Breach of Security**" means (i) any loss, misuse, compromise, or unauthorized access to Personal Information that Spreedly collects, generates, or obtains from or on behalf of Customer, or (ii) any other act or omission that compromises or undermines the physical, technical, or organizational safeguards put in place by Spreedly in Processing such information or otherwise providing services under this Agreement.

b. If there is an actual or suspected Breach of Security, Spreedly will (i) notify Customer within 24 hours of becoming aware of such occurrence and will provide such notice to Customer by contacting the primary Customer Contact set forth above, (ii) promptly investigate the Breach of Security to attempt to determine the root cause, (iii) consult with Customer in good faith about remediation and mitigation plans, and (iv) take all steps reasonably necessary to promptly remediate the effects of such occurrence, ensure the protection of those data subjects that are affected or likely to be affected by such occurrence, prevent the re-occurrence, and comply with applicable Laws.

c. Spreedly will, at its own cost, make all notifications, including to data subjects, regulatory authorities and credit reporting agencies, that are required by applicable Law or any Card Association. Except as provided herein, Spreedly shall not inform any third party of any Breach of Security, except other affected Spreedly customers or as may be required by applicable Law, without first obtaining Customer's prior written consent, which shall not be unreasonably withheld.

12. <u>Insurance</u>. At all times during the Term, Spreedly shall maintain (i) commercial general liability insurance with at least $1,000,000 per occurrence and (ii) "errors and omission" (tech and cyber coverage) insurance in an amount not less than $30,000,000. Upon Customer's request, Spreedly shall provide Customer with a copy of such policy or policies or a certificate of insurance evidencing the same.

13. <u>Indemnification</u>.

    a. Spreedly shall indemnify, defend and hold harmless Customer against any loss or damage that Customer may sustain or incur (including attorneys' fees and costs), in relation to any claim or action by a third party (including, without limitation, any regulatory or government authority) (each a "**Claim**"), arising out of or related to any of the following: (i) any claim that the Service infringes, violates or misappropriates a patent, copyright, trademark, trade secret or other intellectual property right of any third party (collectively, "**Third-Party IP Rights**"); (ii) any breach by Spreedly of Section 7 (Confidential Information), Section 9 (PCI-DSS) or Section 10 (Security); (iii) any Breach of Security that is caused by Spreedly's material breach of its security obligations set forth in Section 10 (including costs and/or expenses actually incurred by Customer in connection with such breach); or (iv) from any negligent or willful act or omission by Spreedly.

    b. Customer shall indemnify, defend and hold harmless Spreedly against any loss or damage that Spreedly may sustain or incur (including attorneys' fees and costs), in relation to any Claim arising out of or related to any of the following: (i) any breach of Section 7 (Confidential Information); and/or (ii) Customer's use of the Service in violation of the terms of this Agreement and/or any applicable Law.

    c. Each party shall promptly notify the other party in writing of any Claim for which such party believes it is entitled to be indemnified pursuant to Section 13.a or 13.b. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and investigation of such Claim and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 13.c will not relieve the Indemnitor of its obligations under this Section 13 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not enter into any settlement that imposes any liability or obligation on the Indemnitee without the Indemnitee's prior written consent.

    d. Additional Terms for Infringement Claims.

        i. Spreedly will have no liability or obligation with respect to any Claim of infringement under Section 13.a.(i) to the extent based upon or arising out of: (A) access to or use of the Service in combination with any hardware, system, software, network or other materials or service contrary to the Service documentation or specifications provided to Customer in writing; (B) use of the Service in the practice of a process or system other than that for which it was intendedt; or (C) any action taken by Customer relating to use of the Service that is outside the scope of the rights and authorizations granted or otherwise in breach of this Agreement and/or any applicable Order Form.

        ii. If the Service is, or in Spreedly's opinion is likely to be, the subject of an infringement Claim, or if Customer's use of the Service is enjoined or threatened to be enjoined, Spreedly may, at Spreedly's option and Spreedly's sole cost and expense: (A) obtain the right for Customer to continue to use the allegedly infringing Service as contemplated by this Agreement, or (B) modify or replace the allegedly infringing Service to make the Service (as so modified or replaced) non-infringing, provided that the modified or replaced Service is qualitatively and functionally at least the equivalent of the affected Service.

14. <u>Limitation of Liability</u>.

    a. Exclusion of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, OR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

    b. General Monetary Cap. EXCEPT AS PROVIDED IN SECTION 14.c AND 14.d BELOW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR DIRECT DAMAGES EXCEED THE AMOUNT OF FEES PAID (AND, WITH RESPECT TO CUSTOMER'S LIABILITY, DUE AND PAYABLE) TO SPREEDLY BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

    c. Special Monetary Cap. SUBJECT TO SECTION 14.d AND NOTWITHSTANDING SECTION 14.b, IN NO EVENT WILL SPREEDLY'S AGGREGATE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT FOR DIRECT DAMAGES RESULTING FROM SPREEDLY'S BREACH OF SECURITY UNDER SECTION 10 OR EITHER PARTY'S BREACH OF IT'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7 EXCEED TWO (2) TIMES THE AMOUNT OF FEES PAID TO SPREEDLY BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

    d. Exceptions. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN SECTIONS 14.a, 14.b AND 14.c DO NOT APPLY TO: (I) THE FRAUDULENT, CRIMINAL OR GROSSLY NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF A PARTY; OR (II) ANY LOSS, DAMAGE, FEE OR COST INCURRED BY CUSTOMER THAT IS SUBJECT TO SPREEDLY'S INDEMNIFICATION OBLIGATIONS FOR A CLAIM OF

INFRINGMENT INVOLVING THIRD-PARTY IP RIGHTS UNDER SECTION 13.A.(I); OR (III) ANY OTHER MATTER FOR WHICH IT WOULD BE UNLAWFUL TO EXCLUDE OR ATTEMPT TO EXCLUDE LIABILITY.

15. <u>Assignment</u>. The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors and permitted assigns. Neither party shall assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the other party.

16. <u>Notices</u>. Any notices required to be delivered in writing hereunder shall be sent to the party's address set forth in Part A and shall be deemed delivered when (i) by personal delivery (when actually delivered); (ii) by overnight courier (upon written verification of receipt); or (iii) by certified or registered mail, return receipt requested (upon verification of receipt). Either party may change its address at any time by giving written notice of the change to the other party.

17. <u>Force Majeure</u>. Neither party will be liable for failure or delay in performance due to causes beyond its reasonable control, including without limitation acts of God, terrorism, war, riots, fire, earthquake, flood or failure of internet or communications infrastructure. Notwithstanding the foregoing, if any force majeure event lasts more than thirty (30) days, Customer will have the right to terminate the Agreement.

18. <u>Survival</u>. Sections 3.a (Ownership), 4.c, 4.c(Effect of Termination), 7 (Confidential Information), 13 (Indemnification), 0 (Limitation of Liability), 18 (Survival) and 19 (Miscellaneous) will survive expiration or termination of this Agreement.

19. <u>Miscellaneous</u>. This Agreement shall be governed by the Laws of the State of Delaware (without regard to its choice of law provisions). The parties agree that for any actions or claims arising under or related to this Agreement the state or Federal court located in Wake County, North Carolina shall have non-exclusive jurisdiction. Each party irrevocably waive any and all rights they may have to trial by jury in any judicial proceeding involving any claim relating to or arising under this Agreement. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable Law or court decisions. The parties are independent contractors and this Agreement does not create an agency, partnership, joint venture, employee/employer or other similar relationship between them. The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

20. <u>Additional Spreedly Obligations</u>. Spreedly agrees that it will comply with the following requirements:

   a. At Customer's request, Spreedly shall grant access to: (i) Customer and/or its auditors, (ii) Customer's client(s) and/or their auditors, or (iii) an applicable regulator, to the records and accounts of Spreedly that are relevant to the Services for Customer, for the purpose of confirming Spreedly's compliance with this Agreement (or in the case of granting access to any regulator, as may be required by it). Access shall be granted no more than once during any 12 month period of the Term (and up to 6 months after expiration to termination of this Agreement), during normal business hours and will be subject to at least 10 (ten) business days' notice to Spreedly unless shorter notice is required in accordance with applicable law. The auditing party shall enter into a confidentiality agreement (the terms of which shall be reasonable and industry standard) in respect of any such audit and comply with Spreedly's reasonable policies relating to such access. Access to any applicable regulator shall be permitted by Spreedly without the need for any such notice or any such limitation on frequency.

   b. Spreedly will notify Customer on the Spreedly dashboard or status page in accordance with Exhibit B as soon as reasonably practicable of becoming aware of:

      i. any actual issue, incident or downtime affecting the Services (including any payment card enrollment issues or any Service failure), and
      ii. any material adverse change affecting or impacting the Services,

   including the nature and extent of the relevant issue or failure, and the anticipated impact of the relevant issue or failure.

   c. Spreedly agrees to notify Customer of any planned significant or material change to the Service (including technical changes such as a change to Spreedly's IP address) as soon as reasonably practicable and in any event no later than ninety (90) days prior to its implementation. For any such changes which are unplanned or outside Spreedly's reasonable control, Spreedly will notify Customer as soon as reasonably practicable of being made aware of such changes.

   d. Spreedly will notify Customer (i) as soon as reasonably practicable after a change in its ownership or control, and (ii) promptly after any steps are taken that will initiate or are likely to lead to or trigger its insolvency.

e. Spreedly agrees to co-operate with any regulator of Customer, or of Customer's clients, as requested by such regulator in relation to the services that Customer provides in its ordinary course of business. In addition, Spreedly agrees to comply with all applicable regulatory standards relating to the Services. In the event that Spreedly is being investigated by any regulator, Spreedly will promptly notify Customer of this and provide as much detail as is permitted under applicable law and regulation.

f. In addition to Spreedly's obligations in Section 7 of the Agreement, upon the request of Customer, Spreedly will either: (i) return to Customer any data of Customer's client(s) in its possession, or (ii) certify in writing as to the destruction or erasure thereof (within 90 days of Customer's request). Spreedly may only retain data of Customer's clients to the extent such retention is compliant with applicable laws (including data protection legislation) or requirement by the Card Associations.

g. At Customer's request, Spreedly agrees to: (i) provide regular reports to Customer through its assigned Spreedly account manager regarding the performance of its obligations under this Agreement and the controls operated by Spreedly in delivery of the Services, and (ii) to use all reasonable endeavours to be available for performance reviews as necessary with Customer (at least once in every 12 month period during the Term) if so required by any of Customer's clients.

h. Upon Customer's request, Spreedly shall share with Customer copies of publicly available indicators of Spreedly's financial position and business strength, including, for example, in relation to the growth of Spreedly's platform, customer base and any funding announcements.
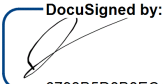
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the last date of signature below:

Spreedly, Inc.		**Customer**	
By:	Justin Benson	By:	Richard Evetts
Name:	Justin Benson	Name:	Richard Evetts
Title:	CEO	Title:	COO and Director
Date:	8/5/2021	Date:	8/4/2021
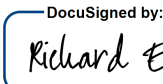
EXHIBIT A

PRICING

The initial term of this Agreement is 12 months. Customer shall pay Spreedly a "**Base Annual Fee**" for each 12 months of service, which shall entitle Customer to the following for the duration of the Term:

Enterprise Pricing Table	
	Year 1
Enterprise Platform Fee:	**$75,000**
Enterprise Assurance Agreement & SLAs	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
Barclays Onboarding	Included
API Usage Fee:	**$40,000**
Included Non-Partner API Calls (Annual)	10,000,000
Included Partner API Calls (types listed below this table)	Unlimited
Cost per API Call	$0.0040
Total Base Annual Fee	**$115,000**

API Usage Fees
The API Usage Fee in the table above includes an initial allotment of 10,000,000 API calls.

The following API calls made to partner gateways will not be counted against that allotment as long as partner remains in good standing in the Spreedly gateway partner program:

- A Purchase API call against the partner gateway
- A Capture API call against the partner gateway
- A Refund API call against the partner gateway
- A Void API call against the partner gateway
- An Authorization API call against the partner gateway

In the event Customer's actual API usage exceeds the included volumes used to determine the Base Annual Fee, Spreedly will bill Customer monthly in arrears at a rate determined by the contract month in which the Customer first exceeds the included API volume.

- If the overage first occurs in Months 1 through 10: billed at $0.008 per API call for the remainder of the contract term.
- If the overage first occurs in Month 11 or 12: billed at $0.0064 per API call for the remainder of the contract term.

Bank Onboarding
The Base Annual Fee above includes support to Customer to facilitate security assessments and other requirements for new Customer partner bank onboarding. Support for onboarding additional banks during the then-current year of the Term will be limited to existing capability of the Service.

Enterprise Account Management
All enterprise accounts benefit from support prioritization and a named account manager.

Payment
Customer will pay the Base Annual Fee for the new 12-month Term in equal quarterly installments. These installments will be invoiced 30 days prior to the start of each subsequent quarter of the applicable Term and Customer shall pay these invoices within 30 days of receipt of each invoice. Where the Agreement automatically renews for further Renewal Term(s), the fees due shall continue to be invoiced and paid quarterly in the same manner.

Fees do not include any taxes. If Spreedly is legally obligated to collect applicable taxes, such taxes shall be invoiced to and paid by Customer, unless Customer provides Spreedly with a valid tax exemption certificate authorized by the appropriate taxing authority.

All payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off, and free and clear of, and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any government, fiscal or other authority, save as required by law. If Customer is compelled to make any such deduction, it will pay Spreedly such additional amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction.

Customer may elect to pay all amounts due under this Agreement either by:

(a)   ACH payment or wire transfer to the following account:

Receiver:	Silicon Valley Bank
ABA/Routing #:	121140399
SWIFT Code:	SVBKUS6S
Beneficiary:	3301451580
	Spreedly, Inc.
	300 Morris St, Suite 400
	Durham, NC 27701
	USA

(b)   check delivered to the address specified in the relevant invoice.

EXHIBIT B

SERVICE LEVEL AGREEMENT

Service Level Agreement

The Transaction Processing Service (as defined below) shall be available 99.95%, measured monthly, excluding scheduled maintenance. For purposes hereof, "**Transaction Processing Service**" means Spreedly's core API responsible for processing Customer's payment transaction requests, and does not include any beta features or non-payment transaction Spreedly services such as dashboard reporting. For purposes of calculations, the following shall apply:

- Availability means that the services are up and running, accessible by Customer and its end users, without interruption or undue delay.

- Any downtime resulting from outages of third party connections or utilities or other reasons beyond Spreedly's control will be excluded from any such calculation.

- Downtime shall begin to accrue as soon as the Transaction Processing Service is unavailable to Customer and/or its end users, and continues until the availability of the Transaction Processing Service is restored.

- Spreedly shall give no less than 5 business days prior written notice to Customer of all scheduled maintenance. Spreedly shall perform scheduled maintenance in such a way that any interruption of the Transaction Processing Service is kept to a minimum and will provide a maintenance window during which the scheduled maintenance will be carried out (which shall not exceed 60 minutes individually or 24 hours in the aggregate in any month).

In the event of a failure to comply with foregoing service level for a given calendar month (a "Service Level Failure"), Spreedly shall issue a credit to Customer (each, a "Service Credit") in the following amounts based on the availability for the applicable calendar month (as follows):

Monthly Availability Percentage	Credit Percentage
Less than 99.95% but greater than or equal to 99.90%	5% of 1/12th of Base Annual Fee
Less than 99.90% but greater than or equal to 99.80%	10% of 1/12th of Base Annual Fee
Less than 99.80% but greater than or equal to 99.70%	15% of 1/12th of Base Annual Fee
Less than 99.70%	20% of 1/12th of Base Annual Fee

Service Credits may not be redeemed for cash and shall be applied to Customer's next applicable quarterly payment of the Base Annual Fee. The issuance of Service Credits sets forth Spreedly's sole obligation and liability and Spreedly's sole remedy for any Service Level Failure.

Notwithstanding the foregoing, Spreedly has no obligation to issue any Service Credit unless Customer requests such Service Credit in writing within ten (10) days of the Service Level Failure.

EXHIBIT C

Support

Spreedly will provide email support between 8.30 am and 8.30 pm (US Eastern timezone). Customer and its employees and consultants can contact Spreedly at support@spreedly.com with questions about the Transaction Processing Service, to report errors or other problems with the Transaction Processing Service, or to otherwise request support or assistance with respect to the Transaction Processing Service. Spreedly will maintain a sufficient number of Spreedly Support Contacts to ensure timely responses to emails from Customer and to otherwise satisfy Spreedly's obligations under this Exhibit C.

Spreedly shall make updates to the Transaction Processing Service available to Customer on a regular basis. In addition, Spreedly shall troubleshoot and resolve errors related to the Transaction Processing Service in accordance with the following table:

Category	Definition	Spreedly Acknowledgement Time	Resolution
Low	End-user or Customer complaint that requires investigation by Spreedly (including bugs not impacting API uptime)	Up to 48 hours	Next update
Serious	Customer's use of Transaction Processing Service is severely impaired due to Spreedly-side issue	Up to 4 hours	Within 3 days
Critical	Transaction Processing Service is unavailable due to Spreedly-side issue	Up to 60 minutes	Within 1 day

Spreedly has internal systems and procedures in place to notify support personnel of critical issues with the Transaction Processing Service 24 hours a day, 7 days a week.

EXHIBIT D

ACCOUNT UPDATER SERVICE REQUIREMENTS

If Customer elects to participate in to Spreedly's Account Updater program, Customer agrees to conform to the following requirements:

1. Merchant Qualification

- Merchants designated by Visa as high-risk (High-Risk Acquirer Program with a condition of RED or higher) or on the MasterCard Alert to Control High-risk Merchants (MATCH) system may not participate in Account Updater.
- Third-party payment portfolios must not contain more than 20 percent High-Risk Merchant activity.
- Merchant must not be under any special conditions imposed by Visa Corporate Risk Management.
- Merchants must have been in business a minimum of six months.
- Over the course of six months, the merchant must have at least 1,000 transactions a month or an average of 5,000 transactions over three months.
- The merchant must maintain a chargeback ratio of less than 3 percent.
- Merchants must meet the following risk management criteria:
    - Must not be engaged in business categorized by the following merchant category codes: 5962, 5966, 5967, or 7995.
    - Must not have sales transactions that are predominantly Quasi-Cash, Account Funding, or any combination thereof.

2. Customer Responsibilities. Customer must:

- Protect the security of the information sent to or received from Account Updater.
- Use the same standard of care to protect and prevent misappropriation or improper disclosure of the confidential information as is used to protect its own confidential information, but in no event less than reasonable care.
- Be in compliance with the network operating regulations.
- Have a valid business need to receive updated account information, including but not limited to:
    - Subscription services
    - Express checkout services
    - Membership (club) services
    - Recurring payment services
- Restrict access to Account Updater data to business need-to-know.
- Request an Account Update for every participating cardholder account in merchant's customer database at least once every 180 calendar days for merchants that bill daily, weekly, monthly,quarterly or bi-annually or at least once every 365 calendar days for merchants that bill annually.
- Submit inquiries only for those customer accounts with which Customer has existing customer relationships and have their account information on file.
- Ensure that information received from Account Updater is properly, completely, and accurately incorporated

3. Prohibited Activities. Customer must not:

- Request authorization on accounts that have returned a response of "Closed Account".
- Submit inquiries to Account Updater on behalf of any other entity.

If Customer has fraudulently misused Account Updater to obtain account updates, Customer will be removed from the Account Updater service.

4. Indemnification. Customer agrees to indemnify and hold Spreedly and its respective directors, officers, agents, and employees, harmless against any and all liability, costs, damages, and actions arising in connection with (a) Customer's use of Account Updater, confidential information, and/or any associated written materials, and/or (b) any breach of its obligations as stated herein. Customer acknowledges and agrees with the following:

- Account Updater contains confidential information of Spreedly and others that has been disclosed to the merchant or to which the merchant has been provided access.
- The merchant will not misappropriate confidential information of Spreedly.
- Account Updater contains Personal Data disclosed to Spreedly by Customer.

Customer acknowledges and agrees that any and all Confidential Transaction Data (as defined in the Card Network rules) or other Personal Data that Customer provides to the Card Networks in connection with use of Account Updater may be used by them for the purposes described in their respective rules and for purposes of providing the program and other services as requested by Customer. For purposes of clarity, Customer represents and warrants that it will be solely responsible for providing notice to and obtaining any necessary consent from cardholders in connection with the processing of Personal Data by the Card Networks for the above purposes. Customer also represents and warrants that it will be solely responsible for handling requests from cardholders to access, correct, block or delete their Personal Data in connection with the Account Updater.

5.   Disclaimer. SPREEDLY DOES NOT REPRESENT OR WARRANT THAT ACCOUNT UPDATER IS FREE OF DEFECT AND/OR MISTAKE; AND IS PROVIDED ON AN "AS IS" BASIS, "WITH ALL FAULTS". SPREEDLY AND ITS ACCOUNT UPDATER COMPONENT SUPPLIERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO: ACCOUNT UPDATER, CONFIDENTIAL INFORMATION AND/OR ANY ASSOCIATED WRITTEN MATERIALS; THEIR USABILITY, CONDITION, OR OPERATION; THEIR MERCHANTABILITY; THEIR FITNESS FOR ANY PARTICULAR PURPOSE; OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL SPREEDLY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF INCOME, USE, OR INFORMATION, NOR ANY OTHER COST OR EXPENSE INCURRED BY A MERCHANT OR ANY THIRD PARTY ARISING FROM OR RELATED TO USE OR RECEIPT OF ACCOUNT UPDATER, WHETHER IN AN ACTION IN CONTRACT OR IN TORT, AND EVEN IF THE MERCHANT OR THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH MERCHANT ASSUMES THE ENTIRE RISK OF USE OR RECEIPT OF THE PROGRAM OR CONFIDENTIAL INFORMATION.

Only in the event the limitation of liability set forth in the immediately preceding paragraph is deemed by a court of competent jurisdiction to be contrary to applicable law, the total liability, in the aggregate, of Spreedly to Customer and anyone claiming by or through the Customer, for any claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to Account Updater shall not exceed the total compensation received by Spreedly from the Customer for the use of Account Updater during the six months ending on the date that Spreedly was advised by the Customer of the Account Updater concern. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, to the fullest extent permitted by law, unless otherwise prohibited by law.

EXHIBIT E

DEFINITIONS

The following definitions and rules of interpretation apply in this Agreement.

Card(s): shall include all credit and debit card types included here: https://docs.spreedly.com/reference/supported-cards/

Card Associations: has the meaning set out in Section 9.a.

Card Data: means the Tokens and PANs.

Cardholder: means a customer of Customer or the relevant Third Party Merchant(s) to whom a Card has been issued by a Card issuer, who wishes to register the Card for the purposes of any of Customer's services or to purchase any good or services of the relevant Third Party Merchant(s).

Card Rules: has the meaning set out at Part A Section 10.a.

DPA: means the Data Protection Act 2018, the GDPR, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or other relevant supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction (whether mandatory or not) as amended from time to time.

GDPR: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016.

PAN(s): means the Primary Account Number as listed on the front of a Card Association supported Card.

Personal Data: has the meaning as set out in the DPA and for the purposes of this Agreement shall include the Card Data.

Services: means any and all services that Spreedly shall provide to the Customer under this Agreement, which shall include the Tokenization Services.

Service Levels: means the services levels set out in Exhibit B.

Third Party Merchant: means a third party merchant using the Spreedly service via Customer's integration.

Token: means the unique, secure, confidential and non-sensitive data string created by Spreedly as a result of performing the Tokenization Services, and provided by Spreedly to Customer representing a Card.

Tokenization Services: means Spreedly to (i) accept, store and access PANs in a manner which is secure and compliant with each of the relevant Card Associations, PCI DSS Level 1 and all applicable Law; (ii) convert PANs into a Token for use by Customer; (iii) issue Customer Tokens via the Spreedly API or Spreedly iFrame Form; and (iv) issue PAN plus the Token pair to the relevant Card Associations. Further detail regarding the Tokenization Services is set out at Exhibit F.

In this Agreement, subject to any express contrary indication:

(a)   Words (including the definitions in this Exhibit E) importing the singular shall include the plural and vice versa;

(b)   any reference to any gender shall include the other genders;

(c)   any reference to a person shall be construed as including any person, firm, company, corporation, society, trust, foundation, government, state or agency of a state or any association or partnership (in each case whether or not having separate legal personality) of any two or more of these;

(d)   any reference to this Agreement or any other agreement or document shall be construed as a reference to that agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;

(e)   any reference to a Section shall be construed as a reference to a section of this Agreement;

(f)   general words introduced by the word other shall not be given a restrictive meaning by reason of the fact that they are

preceded by words indicating a particular class of acts, matters or things;

(g)   any phrase introduced by the words, including or in particular or any similar words or expression shall be construed as illustrative and shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;

(h)   any references to in writing shall include any modes of reproducing words in a legible and non-transitory; and

(i)   the table of contents and all headings in this Agreement are of ease of reference only and shall not affect the interpretation of this Agreement.

EXHIBIT F

DATA FLOW

Spreedly Data Flow

Consumer Payment Card → Mobile device

1

4

2

3

Loyalty Angels

Spreedly API

5

VISA (SFTP) **Amex (API)** **MasterCard (API)**

1. Consumer scans payment card into mobile application
2. PAN+Expiry passed to Spreedly via Secure API
3. Payment Token returned to mobile application
4. Payment Token and additional data passed to Loyalty Angels
5. Spreedly forward PAN+Token pair to Card Schemes via Receivers