ORDER FORM #Q-09888

Spreedly, Inc.
300 Morris Street
Suite 400
Durham, NC 27701

To: Fabian Thylmann
Customer Legal Name: NETWORK CAPITAL, LLC
Tax ID: 99-2376949
Billing Address: 1395 Brickell Ave Suite 800, Miami,
FL 33131, USA
Sales Rep: Drew Assinessi

Order Form Issued: March 28, 2025

Offer Valid Until: March 31, 2025

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. (each a "Party" and collectively, the "Parties") as of the last day it is signed (the "Order Form Effective Date") and is subject to the Spreedly Terms of Service located at https://www.spreedly.com/terms-of-service ("Terms of Service").

In the event of any conflict between the terms of the Agreement and this Order Form, the Order Form will govern. Capitalized terms used but not defined in this Order Form have the meanings set forth in the Terms of Service or in the Documentation.

1. <u>Term</u>. The Initial Term of this Order Form is 12 months, after which this Order Form will automatically renew for successive 12-month 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 not less than 60 days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service is a "Contract Year". The services and Initial Term will begin March 31, 2025.

2. <u>Platform Fees</u>. For each Contract Year, Customer will pay Spreedly the "Annual Platform Fee" in Table 1 which entitles Customer to access and use the services of the Spreedly Platform as set out in the applicable Documentation, including:

- access to Level 1 PCI Compliant Card Storage and Tokenization;
- connections to any of Spreedly's Supported Gateway integrations;
- use of existing gateway Supported Payment Methods;
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	$18,000.00
API Usage Fee: Cost per API Call - $0.05	
3D Secure – Pay as You Go Fee Cost per authentication call - $0.15	$8,640.00
Advanced Vault	$6,000.00
Business Support	Included
Committed Annual Fees	**$32,640.00**

3. <u>API Usage Fees</u>. In addition to the Annual Platform Fee, Spreedly will bill Customer an "API Usage Fee" monthly in arrears at a rate of $0.0500 per API call to the Spreedly Platform.

4. <u>3D Secure</u>. Customer will receive 400 3DS authentication requests through the Platform per month included as part of the monthly fee of $720.00 for 3DS enablement. Additional 3DS authentication requests will be charged monthly in arrears at a rate of $0.15 per request.

Spreedly enables 3DS authentication through the Platform as outlined in the documentation at https://developer.spreedly.com/docs/3ds-solutions. Customer is solely responsible for complying with all applicable payment regulations, card network rules, and merchant obligations related to 3DS. Any chargebacks, authentication

errors, or transaction failures must be resolved directly with the relevant financial institutions or service providers. Spreedly is not liable for unauthorized transactions, chargebacks, or fraudulent activities occurring despite the use of 3DS.

5. Recover. Spreedly's Recover service will automatically retry declined transactions on one or more backup gateways designated by and under conditions set by Customer as stated in the product documentation at https://developer.spreedly.com/docs/transaction-retry.

Spreedly will not charge for Recover services for the first 30-days beginning when Customer either: (1) includes its first retry object in a transaction call to Spreedly's transaction API; or (2) first uses a retry object in an automated routing workflow. After the trial period ends, Customer will only be charged for Recovered Transactions (defined below) at a rate of 5% of the transaction value in the "amount" field of the Recovered Transaction. No charges will incur for transactions that retry but fail on Customer's backup gateway(s).

Recover will be charged monthly in USD. For transactions recovered in currencies other than USD, Spreedly will convert the fee amount to USD as described in the Documentation.

"Recovered Transaction" means a transaction of any type that was unsuccessful on the first attempt for any reason, which by way of invoking the Recover function resulted in success on a subsequent attempt.

6. Renewal Fees. Except as otherwise agreed by the Parties in writing, this Order Form will automatically renew as described in Section 1 at the same committed usage (if any). The Annual Platform Fee and the API Usage Fee will be renewed at the then-current list pricing at time of renewal.

7. Advanced Vault. Spreedly's Advanced Vault service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service as set out in Table 2 below or (ii) the minimum committed fee of $500.00 per month. Costs are exclusive of fees imposed by the card associations and/or third-party service providers (e.g. card updates, tokenization, etc.) which will be passed through to Customer and are subject to change at any time. For the avoidance of doubt, Customer will still be charged the third party fee each time a payment card is updated. Spreedly will make reasonable efforts to notify Customers in advance of changes in third party fees.

Table 2			
Tier	# of Payment Methods	Monthly Fee Per Method	Minimum Monthly Fee
1	0 – 149,999	$0.0250	
2	150,000 – 1,499,999	$0.0225	$500.00
3	1,500,000 +	$0.0200	

By using Advanced Vault, Customer agrees that any updates to payment card information may be used by Spreedly to improve or provide payment services on its Platform. Customer authorizes Spreedly to act on Customer's behalf to (i) request and retain a Token Requestor ID from applicable card issuers, and (ii) use the Token Requestor ID to provision network tokens where available.

Support Services. Customer has selected Business Support. Upon payment of the applicable fees, Spreedly will provide the technical Support Services in accordance with the Support Service Terms posted at https://www.spreedly.com/support-services-terms at the support level specified in this Order Form.

8.

9. Payments. Customer will pay the Committed Annual Fees in equal monthly installments. Additional API Usage Fees, 3D Secure Fees, and Advanced Vault (if any) are invoiced monthly in arrears at the rates stated in this Order Form. All Fees are due and payable within 30 days of the invoice date and are subject to the terms prescribed in the Terms of Service.

Customer authorizes Spreedly to charge its credit card on file immediately for the first month's Committed Monthly Fees and in recurring monthly installments. Customer must comply with third-party payment processor terms and keep card details current.

If Customer fails to make any payment when due then, in addition to all other remedies that may be available, Spreedly may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

[Signatures on Next Page]

The Parties have executed this Order Form by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreedly, Inc.   **NETWORK CAPITAL, LLC**

By: By:

Name: Name:

Title: Title:

Date: Date: