

**ORDER FORM #1**

**Spreadly, Inc.**  
300 Morris Street  
Suite 400  
Durham, NC 27701

**Cabify Matriz, S.L**  
C/ Pradillo 42,  
28002 Madrid, Spain

**Date Issued:**

This Order Form is entered into between the entity identified above as "Customer" and Spreadly, 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 Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, "Agreement" means the enterprise services agreement (an "ESA") currently in force between the Parties.

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

**1) Order Form Term:**

The Initial Term of this Order Form is 12 months. Thereafter, this Order Form 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.

**2) Platform Fees:**

| <b>Table 1: Approved Enterprise Pricing for Cabify</b> |                     |          |
|--|---------------------|----------|
| <b>Platform Fee</b>                                    | \$250,000           |          |
| <b>Committed Usage</b>                                 | 100M API calls      | \$0.001  |
| <b>Additional Usage</b>                                | over 100M API calls | \$0.0035 |
| <b>Total Base Annual Fee</b>                           | \$350,000           |          |

**3) API Usage Fees:**

The usage fees related to the following partner API calls will be waived as long as partner remains in good standing and includes Customer's transactions in the Spreadly 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

If the Customer's actual number of API calls exceeds the number included in the Total Base Annual Fee, Spreadly will bill Customer monthly in arrears at a rate of \$0.0035 per API call.

**4) Enterprise Services Add-on Options**

Customer may choose to add-on any or all of the Enterprise services shown in the following table anytime during each Renewal Term. If Customer elects to add additional services, Customer will pay the difference between the original annual fees and the fees for add-on services prorated for the number of days remaining in the current Initial or Renewal Term.

**5) Account Updater Service Fees:**

Customer may elect to participate in Spreadly's Account Updater program at a cost of \$0.18 per successfully updated card when making a minimum bulk purchase of \$18,000, equivalent to 100,000 successful updates. Customer shall prepay a minimum of \$18,000 for use of the service (equivalent to 100,000 successful updates), and that fee shall be debited each time the account updater service is performed, and fees are accrued. Customer shall be invoiced an additional \$18,000 only when the remaining balance falls below \$1,800.

Customer may elect to pre-purchase more than \$18,000 updates at the same rate. Bulk purchases of updates will be made by executing a new Order Form subject to the terms of this Agreement. Credit for pre-purchased updates will not expire as long as the Agreement remains in force between the Parties.

If Customer elects not to pre-purchase Account Updater updates at the minimum bulk purchase rate of \$18,000, Customer will be billed monthly in arrears at a cost of \$0.20 per successfully updated card.

**6) Payments:**

Customer will pay the Base Annual Fee for the Initial Term and each Renewal Term in equal quarterly installments, with the first installment due and payable within 30 days of the Effective Date. Spreadly shall invoice Customer for each subsequent quarterly payment 30 days prior to the three, six and nine month anniversaries of the Effective Date (a "Quarterly Renewal Date"), with such amount due and payable prior to the relevant Quarterly Renewal Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term shall be invoiced 30 days prior to the anniversary of the Effective Date ("Annual Renewal Date") and shall be due and payable prior to the Annual Renewal Date.

All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable. Any late payments shall accrue a 1% monthly service fee applied to Customer's outstanding balance. Previously assessed and unpaid service fees are included in the outstanding balance.

Fees do not include any taxes. If Spreadly is legally obligated to collect applicable taxes, such taxes shall be invoiced to and paid by Customer, unless Customer provides Spreadly 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, except as required by law. If Customer is compelled to make any such deduction, it will pay Spreadly such additional amounts as are necessary to ensure receipt by Spreadly of the full amount which Spreadly 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  
Spreadly, Inc.  
300 Morris Street, Suite 400  
Durham, NC 27701 USA

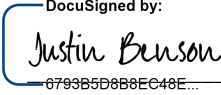
- (b) check delivered to the address specified in the relevant invoice.




CONFIDENTIAL

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

**Spredly, Inc.**

By:   
Name: Justin Benson  
Title: CEO  
Date: 3/17/2022

**CABIFY MATRIZ, S.L**

By:   
Name: João Correia  
Title: Sole Director  
Date: 17.03.22

**AMENDMENT TO SERVICE AGREEMENT**

(Converting to Order Forms)

This Amendment (the “**Order Form Amendment**”) is effective as of March 18, 2022 (the “**Amendment Effective Date**”), pursuant to the Service Agreement, dated July 20, 2017 (the “**Agreement**”), between Spreadly, Inc., (“**Spreadly**”) and Cabify Matriz, S.L (“**Customer**”). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

1. Section 5 and the corresponding pricing Exhibit A is hereby deleted in its entirety and replaced with the following:
  5. Fees and Payment.
    - a. Fees. Customer will pay to Spreadly the fees and charges described in each Order Form entered into by Customer and Spreadly (the “Fees”) in accordance with such Order Form and this Section 5. All purchases are final, all payment obligations are non-cancelable and (except as otherwise expressly provided in this Agreement or in the applicable Order Form) all Fees once paid are non-refundable.  
  
 “Order Form” means each order executed by Customer and Spreadly in a form substantially similar to the Schedule A. that references this Enterprise Services Agreement. All terms and conditions set forth in this Agreement are automatically incorporated in and deemed part of each such Order Form. Unless otherwise stated in the applicable Order Form, its terms and conditions of any are independent of, and have no impact upon the provisions of any other Order Form.
    - b. Taxes. 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 Spreadly such additional amounts as are necessary to ensure receipt by Spreadly of the full amount which Spreadly would have received but for the deduction.
    - c. Payment. Customer will make all payments in US dollars. Unless otherwise set forth in an applicable Order Form, all invoiced amounts are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information and notifying Spreadly of any changes to that information.
    - d. Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available under this Agreement, Spreadly may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.
2. As of the Amendment Effective Date, all other references in the Agreement to Exhibit A will refer to the pricing under the applicable Order Form.
3. Except as expressly set forth in this Amendment, the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment will govern the relationship between the parties.

[Signatures on Next Page]



CONFIDENTIAL

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

**Spreedly, Inc.**


By:  6793B5D8B8EC48E...

Name: Justin Benson

Title: CEO

Date: 3/17/2022

**CABIFY MATRIZ, S.L**

By: 

Name: João Correia

Title: Sole Director

Date: 17.03.22



CONFIDENTIAL

**SCHEDULE A****ORDER FORM #1**

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

**To:**  
**Customer Legal Name:**  
**Tax ID:**  
**Billing Address:**  
**Sales Rep:**

**Date Issued:****Valid Until:**

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**1) Order Form Term****2) Platform Fees:****3) API Usage Fees:****4) Account Updater:****5) Payments:**

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

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

**SAMPLE ONLY DO NOT SIGN**