Spreedly

SERVICE AGREEMENT

Part A: Parties

SPREEDLY	
Name:	Spreedly, Inc. (File Number 4387760)
Address:	733 Foster Street, Suite 100
City/State:	Durham, NC 27701
Email:	dscagnelli@spreedly.com

PRIMARY SPREEDLY CONTACT	
Name:	Daniel Scagnelli
Title	Account Executive
Phone:	888-727-7750
Email:	dscagnelli@spreedly.com

CUSTOMER	
Name:	VGW Malta Limited (Company Number C74706)
Address:	5-7 Matilda Court Giuseppe Cali Street
City/State:	Ta'Xbiex, XBX 1423 MALTA
Email:	cosec.malta@vgw.co

Name:	VGW GP Limited (Company Number C78260)
Address:	5-7 Matilda Court Giuseppe Cali Street
City/State:	Ta'Xbiex, XBX 1423 MALTA
Email:	cosec.malta@vgw.co

Name:	VGW Luckyland Inc (Company Number 6662900)
Address:	1209 Orange Street
City/State:	Wilmington, New Castle, Delaware 19801 USA
Email:	cosec.usa@vgw.co

BILLING ADDRESS

Name:	VGW Holdings Limited
Attention:	Accounts Team
Address:	Level 44, Grosvenor Place, 225 George Street, Sydney NSW 2000
Email:	accounts@vgw.co

PRIMARY CUSTOMER CONTACT

Name:	Matthew James
Title:	Acting Chief Technology Officer
Email:	matthew.james@vgw.co

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 "**Initial Customer**" and, together with each Acceding Affiliate (as defined in Section 17 below), collectively, 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/privacy. 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.

2. Provision and Use of Service.

    a. Spreedly hereby grants the Customer, and its Affiliates a worldwide, limited, non-exclusive, non-transferable license, without the right to sublicense, during the Term, to electronically access and use the Spreedly Application Programming Interface

("**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. For the purposes of this Agreement, an "**Affiliate**" of a party means <u>any person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control by that party.</u>

b. Spreedly agrees that if it engages any third parties to provide or enable elements of the Service, it is responsible to Customer for the performance of such third parties as if Spreedly performed the Service.

c. 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 C**.

d. Customer shall comply with all laws, directives, rules and regulations (collectively, "**Laws**") applicable to its use of the Service and Spreedly reserves the right to restrict access to the Service if it determines, in its sole discretion acting reasonably, that Customer is materially in violation of this requirement. Upon written notice provided to Customer (except where the provision of notice is prohibited by law), Customer hereby grants Spreedly authorization to share information with law enforcement about Customer, Customer's transactions and Customer's Spreedly account, in each case if Spreedly reasonably suspects that Customer's use of the Service has been for an unauthorized, illegal, or criminal purpose. Where prior notice is not permitted, Spreedly must, where it is consistent with the relevant requirement, inform Customer of the disclosure as soon as possible after it has occurred.

e. 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 or other Spreedly users to harm, including but not limited to, fraud and other criminal acts.

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, subject at all times to Spreedly's confidentiality obligations to Customer under this Agreement. 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.

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 (1) 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 thirty (30) days prior to the expiration of the then-current Initial or Renewal Term. Spreedly shall provide written notification to Customer not less than forty-five (45) days prior to the expiration of the then-current Initial Term or Renewal Term of the requirement for Customer to provide written notice in order to effect a non-renewal and the date by which such notice must be provided.

b. Either party may terminate this Agreement, by written notice to the other party effective as of the date specified in such notice, 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. Without limiting the foregoing, in the event of a breach that gives rise to the right by Spreedly to terminate this Agreement, Spreedly may elect, as an interim measure, to suspend the Service until the breach is cured and all fees shall continue to accrue during the period of such suspension. Spreedly's exercise of its right to suspend performance shall be without prejudice to Spreedly's right to terminate this Agreement upon written notice to Customer.

c. Subject to clause 4(d), upon termination of this Agreement Spreedly will provide Customer with a prorated refund due on the termination date of such portion of fees prepaid by Customer related to Services not yet provided (calculated on the basis of the then-current Initial Term or Renewal Term remaining as at the termination date).

d. In the event that Spreedly terminates this Agreement in accordance with clause 4(b) due to a breach of this Agreement by Customer, then Customer shall not be entitled to any refund of fees prepaid by Customer.

e. 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 in writing, destroys all originals

and copies of any Confidential Information of the other party (including all notes, records and materials developed therefrom) within thirty (30) days after being notified in writing to do so.

5.   Representations:

   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; (ii) it is not subject to a voluntary or involuntary bankruptcy or insolvency proceeding or is not declared insolvent or is not unable to pay its debt as they fall due or has not had a receiver appointed over the whole or part of such party's business; and (iii) 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: (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) Payment Card Industry Data Security Standard (**"PCI-DSS"**) and Payment Application Data Security Standard (**"PA-DSS"**), as applicable; and (D) any regulatory body or agency having jurisdiction over the subject matter hereof.

6.   Pricing: Spreedly will charge Customer the fees outlined on Exhibit A for use of the Services.

7.   Confidential Information.

   a.   For the purposes of this Agreement, "**Confidential Information**" means any and all technical and non-technical information, whether in graphic, electronic, written or oral form, disclosed by either Spreedly or the Customer or their Affiliates, including the Spreedly API or any API owned or otherwise controlled by the Customer or any of its Affiliates, any ideas, techniques, drawings, designs, descriptions, specifications, works of authorship, 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 each of the parties and their Affiliates, 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, Personal Information, sales and merchandising, marketing plans of or related to Spreedly or the Customer or their Affiliates and information either party or its Affiliates provide to the other regarding or belonging to third parties, whether or not labeled or marked as "Confidential," "Proprietary" or with a similar proprietary legend, and which may also be disclosed verbally. "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 a 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 Confidential Information and without breaching this Agreement.

   b.   Each party shall: (i) only disclose Confidential Information to its Affiliates and to any of its and/or its Affiliates' employees, officers, directors, partners, consultants, contractors and authorized agents (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 Confidential Information to any third party, except as permitted herein; (iii) protect and safeguard any and all Confidential Information using the same standard of care as it uses to protect and safeguard its own confidential and/or proprietary information, but in no event less than a reasonable standard of care; (iv) use such Confidential Information only to the extent required for the purposes of this Agreement; (v) not reproduce 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 other party; (vii) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (viii) promptly provide the other party with notice upon discovery of any loss or unauthorized disclosure of the 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.

   c.   Notwithstanding the foregoing, either party may, upon reasonable written notice provided to the disclosing party where such notice is consistent with the requirement to provide the Confidential Information, disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required 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**"). Where prior notice is not permitted, the receiving party must, where it is consistent with the relevant requirement, inform the disclosing party of the disclosure as soon as possible after it has occurred.

   d.   All Confidential Information (including all copies thereof) shall remain the property of the disclosing party. On termination of this Agreement, upon receiving written notice from the disclosing party, the receiving party shall within thirty (30) days after

the effective date of termination of this Agreement, either (a) return such materials to the disclosing party; or (b) certify in writing as to the destruction thereof.

8. References to Relationship. Following the receipt of written approval from Customer, Spreedly may from such date agreed to by Customer identify Customer as a customer of Spreedly and use Customer's logo (in such form provided by Customer) on Spreedly's customers page (https://spreedly.com/customers) until the earlier of the last day of the Term of this Agreement or the date of receipt of written notice from Customer that it withdraws such approval.

9. **PCI-DSS**. 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 Payment Card Industry 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 the United States 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. "**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, 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 Payment Card Industry Data Security Assessment ("**Annual Assessment**") by a QSA and pursuant to its most recent Annual 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.

    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.

    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, 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 one (1) free-of-charge manual export 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 $1,000.00 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 Payment Card Industry compliant third party, it may extend the Data Transfer Window for additional 30 day periods by paying the prorated Base Annual Fee determined in accordance with Exhibit A of this Agreement.

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 a 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. 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. Insurance. 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 $10,000,000. 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. Indemnification.

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 by a third party (including, without limitation, any regulatory or government authority) 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); or (iii) any Breach of Security that is caused by Spreedly's material breach of its security obligations set forth in Section 10.

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 by Customer 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

14. Limitation of Liability.

a. 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. UNDER NO CIRCUMSTANCES SHALL CUSTOMER'S LIABILITY TO SPREEDLY UNDER THIS AGREEMENT FOR DIRECT DAMAGES EXCEED THE GREATER OF AN AMOUNT EQUAL TO THE FEES DUE AND PAYABLE TO SPREEDLY BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM OR FIVE HUNDRED THOUSAND DOLLARS (USD 500,000.00)

    c. UNDER NO CIRCUMSTANCES SHALL SPREEDLY'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT FOR DIRECT DAMAGES EXCEED THE GREATER OF AN AMOUNT EQUAL TO THE FEES PAID TO SPREEDLY BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM OR FIVE HUNDRED THOUSAND DOLLARS (USD 500,000.00).

    d. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN SECTIONS 14.a, 14.b and 14.c DO NOT APPLY TO THE FRAUDULENT, CRIMINAL OR GROSSLY NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF THE LIABLE PARTY.

15. Audit rights. Spreedly shall provide Customer with the following information to assist Customer to audit Spreedly's protection of third party data:

    a. Customer is entitled once per calendar year, on giving at least 7 days' written notice to Spreedly, to audit, or appoint representatives to audit, on Spreedly's premises, systems, documents, records, practices and electronic data relating to Services provided by Spreedly.

    b. Upon written request and no more than once per year Spreedly will: (i) meet with Customer's security team to discuss security questions that Customer may have; or (ii) complete a questionnaire provided by Customer (or a third party on Customer's behalf) regarding Spreedly's compliance with applicable data protection Laws, provided that Spreedly shall not be required to disclose information that is reasonably considered confidential to its business.

    c. Spreedly may charge a fee (based on Spreedly's reasonable costs) for any such audit. Spreedly will provide Customer with additional details of this fee, including the basis of the calculation, in advance of the audit. Customer will be responsible for any fees charged by any third-party auditor appointed by Customer for this audit.

16. Assignment. 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; provided, however, that either party may assign this Agreement in its entirety, without the other party's consent, to an entity that acquires all or substantially all of the business or assets of the assigning party relating to the subject matter of this Agreement, whether by merger, reorganization, acquisition, sale or otherwise. The Customer may assign any of its rights under this Agreement to any of its Affiliates with the prior written consent of Spreedly, which consent shall not be unreasonably withheld.

17. Accession. The parties agree that, upon the execution of an accession agreement in the form substantially as set out in Exhibit D to this Agreement (the **"Accession Agreement"**) by Spreedly, the Initial Customer and the Affiliate of Customer identified in such Accession Agreement (the **"Acceding Affiliate"**), (i) the Acceding Affiliate shall join in and agree to be a Customer under, and for the purposes of, this Agreement as if it were an original party to this Agreement, and (ii) references to Customer in this Agreement shall include such Acceding Affiliate. Each of the initial Customer and each Acceding Affiliate hereby agrees that it will be jointly and severally liable under this Agreement.

18. Notices. 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); by email to the intended recipient's email address (when a response from the recipient's email address confirming receipt is received) 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.

19. Counterparts. This Agreement may be executed in counterparts by the parties, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement, provided that the Agreement will be of no force and effect until both parties have executed a counterpart.

20. Force Majeure. 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.

21. Survival. Sections 3.a (Ownership), 4.d (Effect of Termination), 7 (Confidential Information), 11 (Breach of Security), 13 (Indemnification), 14 (Limitation of Liability), 21 (Survival) and 22 (Miscellaneous) will survive expiration or termination of this Agreement.

22. Miscellaneous. This Agreement shall be governed by the Laws of the State New York (without regard to its choice of law provisions). The parties agree that the exclusive venue for any actions or claims arising under or related to this Agreement shall be the state of New York. 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.
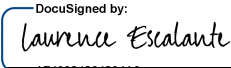
[SIGNATURES ON FOLLOWING PAGE]

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

Spreedly, Inc.

By: *[DocuSigned by: signature] BD4F544B5BD7448...*

Name: Justin Benson

Title: CEO

Date: 15 May 2019

VGW Malta Limited (Company Number C74706)

By: *[DocuSigned by: Laurence Escalante] A748924204234A0...*

Name: Laurence Escalante

Title: Director

Date: 15 May 2019

VGW GP Limited (Company Number C78260)

By: *[DocuSigned by: Laurence Escalante] A748924204234A0...*

Name: Laurence Escalante

Title: Director

Date: 15 May 2019

VGW Luckyland Inc (Company Number 6662900)

By: *[DocuSigned by: Laurence Escalante] A748924204234A0...*

Name: Laurence Escalante

Title: Director

Date: 15 May 2019

EXHIBIT A

PRICING

The initial term of this agreement is 12 months. Subject to the below, Customer shall pay Spreedly a total fee of USD133,000 for the first 12 months of service, which includes USD115,000 for the Base Annual Fee and USD18,000 for the prepaid Account Updater service, which shall entitle Customer to the following for the duration of the Term:

VGW - Enterprise Pricing Table	
Tier 1 Enterprise Platform Fee	**USD75,000**
Enterprise Assurance Agreement & SLAs	included
Existing Spreedly Endpoints	unlimited
PCI Compliant Card Storage Limit	unlimited
Add New Standard PMD Endpoints	included
API Usage Fee	**USD40,000**
Included Non-Partner API Calls	8,000,000
Included Partner API Calls	unlimited
Cost per API Call	USD0.005
Base Annual Fee	**USD115,000**
Account Updater Service Fee	**USD18,000**
Cost per Successfully Updated Card	USD0.18
Initial Prepurchased Card Updates	100,000
Total Fees	**USD133,000.00**

Spreedly will apply **one-time discount of USD25,000 to the Enterprise Platform Fee for the Initial Term if this Agreement is executed and becomes effective on or before May 15, 2019. In this case total Year 1 Fees owed (including the Account Updater Service) will be USD108,000.**

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 Month 1 through 10: billed at USD0.01 per API call for the remainder of the contract term.
- If the overage first occurs in Month 11 or 12: billed at USD0.0075 per additional API call for the remainder of the contract term.

Customer may also or instead elect to purchase additional blocks of 5,000,000 API calls at the standard contract rate of USD0.005 per API call any time during the Initial Term and each Renewal Term thereafter. Each additional block of API calls purchased will conform with the current term and will be added to the annual API usage allotment and expire at the end of that term.

Account Updater Service and Fees
Account Updater: Customer has elected to participate in Spreedly's Account Updater program, at a cost of USD0.18 per successfully updated card. Customer shall prepay USD18,000 (equivalent to 100,000 successful card updates) for use of the service, and that fee shall be debited each time the account updater service is performed and fees are accrued. Customer shall be invoiced an additional USD18,000 only when the existing balance falls below USD1,800. Customer may submit payment via Automated Clearing House (**"ACH"**) or wire transfer within thirty (30) days of invoice receipt. Customer may cancel participation in the Account Updater program at any time via a written notification emailed to enterprise@spreedly.com. Pricing for the Account Updater service may change at any time, based on the card networks and/or our third party service provider. Should a price change occur, Spreedly will give Customer ninety (90) days notification of the impending change.

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 first year of the Initial Term in full within 15 days of the Effective Date. Each subsequent annual payment shall be invoiced 30 days prior to the anniversary of the Effective Date ("**Annual Renewal Date**") and shall be due and payable within 30 days of receipt of the invoice.

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.

Total fees owed under this contract:
- Year 1: USD133,000 - **OR**
- **Year 1 (if this Agreement is executed and becomes effective on or before <u>May 15, 2019</u>): USD108,000**

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.
	733 Foster Street, Suite 100
	Durham, NC 27701
	USA

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

Invoices

The Base Annual Fee due under this Agreement and the initial fee for the prepaid Annual Updater service shall be billed in accordance with the Payment terms described above by issuing separate invoices to the Customer entities named in Part A in the proportions indicated here:
(a)   VGW Malta Limited – 70%
(b)   VGW GP Limited – 23%
(c)   VGW Luckyland Inc –7%

Spreedly will change the Customer entities and/or the allocation of the Base Annual Fee between the Customer entities for any upcoming Renewal Term once annually provided Customer requests the change in writing at least 30 days prior to the commencement of the Renewal Term.

In the event that Spreedly is required to invoice Customer for any other charge incurred hereunder, and outside of any specific payment means as outlined in Exhibit A, then Customer will be billed by the issue of one invoice to VGW Malta Limited (or such other Customer entity notified to Spreedly at least 60 days prior to the issue of the invoice).

Customer shall have ninety (90) days from the date of receipt of the invoice to dispute any charges set forth on the invoice, which dispute must be raised in writing after payment in full of the invoice. Any charges not disputed within such ninety (90) day period shall be deemed accepted by the Customer. The parties shall work together in good faith to promptly resolve any invoice-related disputes.

EXHIBIT B

SUPPORT; 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.

- Any unavailability resulting from Spreedly's right to suspend the Service in accordance with the terms of the Agreement shall 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 payment of 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.

Support

Spreedly will provide email support between 8.30 am and 8.00 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 B.

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	Up to 48 hours	Next update

Category	Definition	Spreedly Acknowledgement Time	Resolution
	impacting API uptime)		
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 C

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 1,000.00 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, authorized 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,. SPREEDLY AND ITS ACCOUNT UPDATER COMPONENT SUPPLIERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO: ACCOUNT UPDATER, ITS USABILITY, CONDITION, OR OPERATION; ITS MERCHANTABILITY; OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL A PARTY 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 PARTY 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 PARTY 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.

A party's maximum aggregate liability for any claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims or expenses resulting from or in any way related to Account Updater shall not exceed the greater of the total compensation received by Spreedly from the Customer for the use of Account Updater during the twelve months period immediately preceding the date that party was advised by the other party of the Account Updater concern or two hundred fifty thousand dollars (USD 250,000.00). 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 D

ACCESSION AGREEMENT

THIS ACCESSION AGREEMENT (the **"Agreement"**) is made on […] (the **"Effective Date"**).

BETWEEN:

(1) **[CUSTOMER'S AFFILIATE]** (Company No. […]), a company incorporated under the laws of […] and whose registered office is at […] (the **"Affiliate"**);

(2) **VGW MALTA LIMITED** (Company No. C74706) a company incorporated under the laws of Malta and whose registered office is 5-7 Matilda Court, Giuseppe Cali Street, Ta'Xbiex, XBX 1423 Malta;

(3) **VGW GP LIMITED** (Company No. C78260) a company incorporated under the laws of Malta and whose registered office is 5-7 Matilda Court, Giuseppe Cali Street, Ta'Xbiex, XBX 1423 Malta;

(4) **VGW LUCKYLAND INC** (Company Number 6662900), a company incorporated under the laws of the United States of America and whose registered office is 1209 Orange Street, Wilmington, New Castle, Delaware 19801 USA;

   (together, the **"VGW Group")**; AND

(5) **SPREEDLY INC.** (File No. 4387760), a company incorporated under the laws of the United States of America and whose registered office is 733 Foster Street, Suite 100, Durham NC 27701 (**"Spreedly"**);

together the **"Parties"** and each a **"Party"**.

   WHEREAS:

   A.   Spreedly entered into a Service Agreement dated […] (the **"SA"**), with VGW Malta Limited, VGW GP Limited and VGW Luckyland Inc (together the **"Merchant"**) for the purposes of processing payments from customers.

   B.   The Affiliate wishes to obtain the services the subject of the SA from Spreedly on the terms and conditions of the SA.

   C.   This Agreement is accordingly entered into supplemental to the SA to permit the Affiliate to receive services from Spreedly on the terms of the SA, in accordance with the terms herein.

Capitalized words and phrases used in this Agreement shall have the meaning given to them in the SA, unless otherwise defined in this Agreement.

In consideration of Spreedly agreeing to provide the Services and the Affiliate agreeing to pay the Fees related to the Services, the Parties agree as follows:

1.   With effect from the Effective Date, (i) the Affiliate hereby agrees that it will observe, perform and be fully bound by and assume the benefit of the provisions of the SA in all respects as if it were an original party to the SA and all references to the Merchant in the SA shall be deemed to include the Affiliate, and (ii) the Affiliate hereby agrees that it shall be jointly and severally liable with Merchant under the SA.

2.   With effect from the Effective Date, Spreedly (on behalf of themselves and any additional Parties specified in other parts of the SA for which each respectively is entitled to act as the agent) hereby agrees to provide the Services to the Affiliate on the terms of the SA.

3.   The Fees payable by the Affiliate to Spreedly in respect of the Services shall be as set out in Exhibit […] to the SA.

4.   Accordingly, the Parties hereby agree that as and with effect from the Effective Date each Party will perform its respective obligations in accordance with the provisions of the SA.

5.   Termination of this Agreement shall not terminate the SA.

6.   The Agreement constitutes the entire agreement and understanding between the Parties in respect of its subject matter and supersedes all other prior representations, arrangements, understandings and agreements relating to the same

subject matter, (whether oral or in writing, express or implied), other than any securities or written pledges, undertakings or assurances which the Affiliate may previously have given to Spreedly as a condition precedent or in anticipation of the Agreement. Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, warranty or understanding other than those expressly set out in this Agreement.

7.   This Agreement may be made and executed in any number of counterparts, which together constitute one agreement.

8.   8. This Agreement and any dispute will be governed by and construed in accordance with the Laws of the State of New York and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of New York. The Affiliate waives any objection to any proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

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

Spreedly, Inc.

By:

Name: Justin Benson

Title: CEO

Date:

VGW Malta Limited (Company Number C74706)

By:

Name: Laurence Escalante

Title: Director

Date:

VGW GP Limited (Company Number C78260)

By:

Name: Laurence Escalante

Title: Director

Date:

VGW Luckyland Inc (Company Number 6662900)

By:

Name: Laurence Escalante

Title: Director

Date:

[CUSTOMER'S AFFILIATE]

By:

Name:

Title:

Date:

Spreedly Partner GDPR Annex
Compliance with the EU General Data Protection Regulation

Recitals:

Spreedly, Inc. (the "Processor") and the company to whom this GDPR Annex has been sent (the "Controller") have one or more written agreements (collectively, "the Agreements") pursuant to which the Processor provides services to the Controller (collectively, the "Services") that may entail the Processing of Personal Data (as defined below).

The European General Data Protection Regulation (GDPR) imposes specific obligations on controllers and processors with regard to their vendor relationships. The GDPR requires companies to conduct appropriate due diligence and to have contracts containing specific provisions relating to data protection.

Each of the Agreements contains provisions requiring each party to comply with all applicable laws. This GDPR Annex documents the data protection requirements imposed upon the parties by the GDPR. To the extent applicable, this GDPR Annex is hereby incorporated by reference into each Agreement in order to demonstrate the parties' compliance with the GDPR.

1. For purposes of this Annex, "GDPR" means Regulation (EU) 2016/679, the General Data Protection Regulation, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities. Words and phrases in this Annex shall, to the greatest extent possible, have the meanings given to them in Article 4 of the GDPR. In particular:

    (a) "Controller' has the meaning given to it in Article 4(7) of the GDPR: "means the natural of legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data."

    (b) "Personal Data" has the meaning given to it in Article 4(1) of the GDPR: "any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person," but only to the extent such personal data pertains to residents of the European Economic Area (EEA) or are otherwise subject to the GDPR.

    (c) "Personal Data Breach" has the meaning given to it in Article 4(12) of the GDPR: "[any] breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed."

    (d) "Processing" has the meaning given to it in Article 4(2) of the GDPR: "any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction."

    (e) "Subprocessor" means any processor as defined in Article 4(8) of the GDPR: "[any] natural or legal person, public authority, agency or other body which processes personal data" on behalf of the Processor (including any affiliate of the Processor).

    (f) "Transfer" means to disclose or otherwise make Personal Data available to a third party (including to any affiliate or Subprocessor), either by physical movement of the Personal Data to such third party or by enabling access to the Personal Data by other means. Transfer also includes moving the Personal Data within a single party from an EU member State to a country not within the EU, or otherwise making such data accessible outside the EU.

2. In accordance with GDPR Article 28(1), Processor represents that it has implemented appropriate technical and organizational measures in such a manner that its Processing of Personal Data will meet the requirements of the GDPR and ensure the protection of the rights of the data subjects.

3. The Processor will maintain a current list of Subprocessors used throughout the service, including the Subprocessor's name and purpose of their processing. This list will be accessible via http://www.spreedly.com/gdpr/subprocessors. Controllers may receive notifications of new Subprocessors by emailing subprocessor@spreedly.com with the subject "Subscribe" and once subscribed in this manner that Controller will receive notification of new Subprocessors before those Subprocessors are authorized to process Personal Data on behalf of the Processor.

   The controller may reasonably object to the Processor's use of new a Subprocessor by notifying the Processor in writing within ten business days of receiving the notice of intent to authorize via the mechanism specified in Section 3 above. This notice shall explain the reasonable grounds for objection (e.g., if the use of this Subprocessor would violate applicable laws or weaken protections for the applicable Personal Data). The Processor will make commercially reasonable efforts to resolve the objection by the Controller. If the Processor is unable to resolve the objection within a reasonable period of time, not to exceed 30 days, then either party many terminate the agreements without penalty.

4. In accordance with GDPR Article 28(3), the following terms are incorporated by reference into the Agreements:

   (a) The Processor shall only process the Personal Data (i) as needed to provide the Services, (ii) in accordance with the specific instructions that it has received from the Controller, including with regard to any Transfers, and (iii) as needed to comply with law (in which case, the Processor shall provide prior notice to the Controller of such legal requirement, unless that law prohibits this disclosure);

   (b) Processor shall ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

   (c) Processor shall take all security measures required by GDPR Article 32, namely:
   i. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: (a) the pseudonymisation and encryption of Personal Data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

   ii. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

   iii. The Processor shall take steps to ensure that any natural person acting under the authority of the Processor who has access to Personal Data does not process such Personal Data except upon instructions from the Controller, unless the Processor is required to do so by EEA Member State law.

   (d) Taking into account the nature of the processing, Processor shall reasonably assist the Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights;

   (e) Taking into account the nature of processing and the information available to the Processor, Processor shall comply with (and shall reasonably assist the Controller to comply with) the obligations regarding Personal Data Breaches (as set forth in GDPR Articles 33 and 34), data protection impact assessments (as set forth in GDPR Article 35), and prior consultation (as set forth in GDPR Article 36);

   (f) At the Controller's discretion, the Processor shall delete or return all the Personal Data to The Controller after the end of the provision of services relating to Processing, and delete existing copies unless applicable EEA member state law requires storage of the Personal Data;
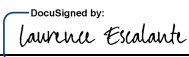
(g)   The Processor shall provide the Controller with all information necessary to demonstrate compliance with the obligations laid down in the GDPR, and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller; and

(h)   The Processor shall immediately inform The Controller if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions.

5.   The Processor shall not Transfer any Personal Data (and shall not permit its Subprocessors to Transfer any Personal Data) without the prior consent of the Controller. The Processor understands that the Controller must approve and document that adequate protection for the Personal Data will exist after the Transfer, using contracts that provide sufficient guarantees (such as standard contractual clauses) unless another legal basis for the Transfer exists.

6.   The Processor will promptly and thoroughly investigate all allegations of unauthorized access to, use or disclosure of the Personal Data. Processor will notify The Controller without undue delay in the event of any Personal Data Breach.

7.   The Processor shall maintain all records required by Article 30(2) of the GDPR, and (to the extent they are applicable to Processor's activities for the Controller) Processor shall make them available to the Controller upon request.

8.   The Processor will allow the Controller, or a third-party appointed by the Controller, to conduct audits (including inspections) to verify the Processor's compliance with the Agreements described in this document.

(a)   The Controller may request an audit by emailing success@spreedly.com.

(b)   Following receipt of this request, the Processor and Controller will discuss and agree in advance on the reasonable scope, start date and duration of this audit, as well as any applicable security and confidentiality controls that may be required.

(c)   The Processor may charge a fee (based on the Processor's reasonable costs) for any such audit. The Processor will provide the Controller with additional details of this fee including the basis of its calculation, in advance of the audit. Additionally, the Controller will be responsible for any fees charged by any third-party auditor appointed by the Controller for this audit.

9.   In Accordance with GDPR Article 24(1), the following terms are incorporated by reference into the Agreements:

Controller and Processor acknowledge that the Controller may engage a third-party payment gateway service provider and/or a third-party payment processing service provider to facilitate payment transactions in connection with the Agreements ("Third Party Gateway or Payment Service"). Any such Third Party Gateway or Payment Service engaged by the Controller shall not be deemed a Subprocessor of the Processor for purposes of this DPA. Accordingly, nothing in this DPA obligates the Processor to enter into a data protection agreement with such Third Party Gateway or Payment Service or to be responsible or liable for such Third Party Gateway or Payment Provider's acts or omissions.

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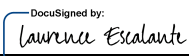
Spreedly, Inc.

By:

Name: Justin Benson

Title: CEO

Date: 15 May 2019

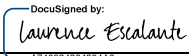**VGW Malta Limited (Company Number C74706)**

By:

Name: Laurence Escalante

Title: Director

Date: 15 May 2019

VGW GP Limited (Company Number C78260)

By:

Name: Laurence Escalante

Title: Director

Date: 15 May 2019

VGW Luckyland Inc (Company Number 6662900)

By:

Name: Laurence Escalante

Title: Director

Date: 15 May 2019

Certificate Of Completion

Envelope Id: 88DD869F742947E69BA9403A3BA99A1D		Status: Completed
Subject: Please DocuSign: Spreedly Enterprise Service Agreement		
Source Envelope:		
Document Pages: 21	Signatures: 8	Envelope Originator:
Certificate Pages: 5	Initials: 0	Legal Team
AutoNav: Enabled		3 Derby Road
EnvelopeId Stamping: Enabled		Subiaco
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Perth, WA 6008
		legal.team@vgw.co
		IP Address: 49.255.16.174

Record Tracking

Status: Original	Holder: Legal Team	Location: DocuSign
15 May 2019 | 02:23	legal.team@vgw.co	

Signer Events	Signature	Timestamp
Laurence Escalante laurence@vgw.co Director Security Level: Email, Account Authentication (None)	DocuSigned by: *lawrence Escalante* A748924204234A0... Signature Adoption: Pre-selected Style Using IP Address: 49.255.16.174	Sent: 15 May 2019 | 02:52 Viewed: 15 May 2019 | 02:55 Signed: 15 May 2019 | 02:55
Electronic Record and Signature Disclosure: Accepted: 15 May 2019 | 02:55 ID: 71d724ed-9bd5-4065-99e0-116c34b82fc9		
Justin Benson justin@spreedly.com Security Level: Email, Account Authentication (None)	DocuSigned by: DB4F544B5BB7448... Signature Adoption: Drawn on Device Using IP Address: 70.250.119.131 Signed using mobile	Sent: 15 May 2019 | 03:16 Viewed: 15 May 2019 | 04:17 Signed: 15 May 2019 | 04:19
Electronic Record and Signature Disclosure: Accepted: 15 May 2019 | 04:17 ID: 5d9ee99c-ea96-45e8-bc9e-3be32ac7654a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Daniel Scagnelli dscagnelli@spreedly.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 15 May 2019 | 03:16 Viewed: 15 May 2019 | 03:30
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	15 May 2019 | 03:16
Certified Delivered	Security Checked	15 May 2019 | 04:17
Signing Complete	Security Checked	15 May 2019 | 04:19
Completed	Security Checked	15 May 2019 | 04:19

Payment Events	Status	Timestamps

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