

**ORDER FORM #1**

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

To:
Customer Legal Name: Yellow Social Interactive
Billing Address: Leisure Island Business Centre,
Unit 2Aa, Ocean Village GX11 1AA
Gibraltar
Sales Rep: Don Sellazzo

Order Form Issued: June 24, 2022

Offer Valid Until: August 31, 2022

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 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, or, in the absence of an ESA, the Spreedly Terms of Service located at <https://www.spreedly.com/terms-of-service>.

In the event of any conflict between the terms of the Agreement and this Order Form, this Order Form will 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. Unless otherwise terminated in accordance with the Agreement, the initial term of this Agreement will be for a period of 12 months from the Order Form Effective Date (the "**Initial Term**"). Thereafter, 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 this Agreement not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service hereunder will be deemed a "Contract Year".

2) Pricing. For each Contract Year during the Initial Term, Customer will pay Spreedly a "**Base Annual Fee**" which entitles Customer to the services set out in Table 1 below.

Customer is pre-purchasing 35,000,000 API calls for Each Contract year at a cost per API call rate of \$0.0045 during the Initial Term. During any Renewal Term, Customers will purchase a minimum of 35,000,000 API calls in each subsequent Contract Year.

Table 1

Enterprise Pricing Table	
	Year 1
Enterprise Platform Fee:	\$55,000
Enterprise Support & SLAs	Included
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
API Usage Fee:	\$157,500
Included API Calls	35,000,000
Cost per API Call	\$0.0045
Total Base Annual Fee	\$212,500

3) Renewal Term Fees: Except as otherwise agreed by the Parties in writing, the Annual Platform Fee and API Usage Fee will increase by 6% over the prior Contract Year in each successive Renewal Term.



4) Payments:

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

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

Receiver: Webster Bank
ABA/Routing #: 211170101
SWIFT Code: WENAUS31
Beneficiary: 0024760830
Spreedly, Inc.
300 Morris Street, Suite 400
Durham, NC 27701
USA

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


[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.

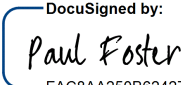
By:  DocuSigned by:
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Name: justin Benson

Title: CEO

Date: 9/1/2022

Yellow Social Interactive, Inc.

By:  DocuSigned by:
EAC8AA250B62427...

Name: Paul Foster

Title: Director

Date: 9/1/2022