



CONFIDENTIAL

## CHANGE ORDER

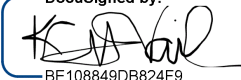
This Change Order modifies Order Form #Q-03813 issued on April 12, 2024 ("**Original Order Form**") under the Enterprise Service Agreement May 30, 202 (the "**Agreement**"), between Spreedly, Inc., ("**Spreedly**"), Ramp Swaps Ltd. ("**Customer**") and Ramp Swaps (Ireland) Ltd. , and is effective as of the last date of a signature by a party. Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Agreement.

Mutual Change Order. In accordance with section 14.2 of the Agreement, the Parties agree as follows:

1. Pursuant to Section 1.1 of the Agreement the parties hereby agree to treat Ramp Swaps (Ireland) Ltd. as a Customer Affiliate authorized to use the Platform and hereby extend all rights, duties and obligations under the Agreement to Ramp Swaps (Ireland) Ltd.
2. The Parties hereby agree that Ramp Swaps (Ireland) Ltd. joins as a party to Order Form #Q-03813 as a "Customer" and hereby extend all rights, duties and obligations under Order Form #Q-03813 to Ramp Swaps (Ireland) Ltd. All other terms of Order Form #Q-03813, attached hereto and incorporated by reference as Exhibit A, remain unchanged.

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:   
BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: 9/26/2024

### RAMP SWAPS LIMITED

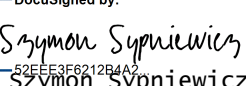
By:   
52EEE3F6212B4A2...

Name: Szymon Sypniewicz

Title: Chief Executive Officer

Date: 27 September 2024

### RAMP SWAPS (IRELAND) LTD.

By:   
52EEE3F6212B4A2...

Name: Szymon Sypniewicz

Title: Chief Executive Officer

Date: 27 September 2024



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**EXHIBIT A**



ORDER FORM #Q-03813

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

**To:** Ker Farn Lee  
**Customer Legal Name:** Ramp Swaps Limited  
**Tax ID:** 87-2664742  
**Billing Address:** 4th Floor, 18 Brunswick Place,  
London, England N1 6DZ  
**Sales Rep:** Alexandra Fleming

**Order Form Issued:** April 12, 2024  
**Offer Valid Until:** June 12, 2024

This Order Form is entered into between the entity identified above as “Customer” and Spreedly, Inc. effective as of the last day it is signed and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, “Agreement” means the Enterprise Service Agreement dated May 31, 2022 currently in force between parties.

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 Agreement or in the Documentation.

1. **Term.** 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 May 30, 2024. This Order Form will supersede and replaces the services under Order Form # 2 dated May 31, 2023 as of the start of the Initial Term.

2. **Platform Fees.** 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 3DS2 services and gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	\$106,742.00
API Usage Fee:	\$66,250.00
Included API Calls – 12,500,000	
Cost per API Call – \$0.00530	
Professional Support	Included
<b>Committed Annual Fees</b>	<b>\$172,992.00</b>

3. **API Usage Fees.** . In addition to the Annual Platform Fee, Customer is pre-purchasing 12,500,000 API calls to the Spreedly Platform at a cost of \$0.00530 per call (“API Usage Fee”) to be utilized during the Initial Term. If Customer exceeds 12,500,000 API calls in any Contract Year, Spreedly will charge Customer monthly in arrears an overage rate determined by the contract month in which Customer first exceeds the pre-purchased API calls.

- If the overage first occurs in months 1 through 10 of the Contract Year, Spreedly will charge 2 times the rate for the pre-purchased API calls for the remainder of the same Contract Year.



- If the overage first occurs in months 11 or 12 of the Contract Year, Spreedly will charge 1.5 times the rate for the pre-purchased API calls for the remainder of the same Contract Year.

4. 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 API usage and the Annual Platform Fee and API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

5. Support Services. Customer has selected Professional 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.

6. Payments. Customer will pay the Committed Annual Fees for the first Contract Year in full within 30 days of the Order Form Effective Date. Each subsequent annual payment of the Committed Annual Fees will be invoiced at least 30 days prior to the anniversary of the Order Form Effective Date ("Annual Renewal Date") and will be due and payable prior to the Annual Renewal Date.

All payments are subject to the terms prescribed in the Agreement.

Customer may elect to pay all amounts due under this Order Form 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

or

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

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]



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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.**

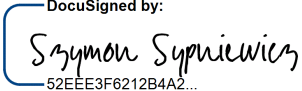
By: 7A112462B65448B...

Name: **Justin Benson**

Title: **CEO**

Date: 21 June 2024

**Ramp Swaps Limited**

By: 52EEE3F6212B4A2...

Name: **Szymon Sypniewicz**

Title: **CEO**

Date: 24 June 2024