

**ORDER FORM #1**

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

**To:**

**Customer Legal Name:** Rappi, Inc.

**Billing Address:** 535 Mission St. San Francisco, CA 94105

**Sales Rep:** Shawn Curtis

**Order Form Issued:** 31 May 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.

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:** The Initial Term of this Order Form is 12 months. Thereafter, this Order Form will 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. Each 12 months of service will be deemed a "Contract Year".

**2) Pricing:**

Item	Rate/Cost
Annual Enterprise Platform Fee	\$415,000
API usage Fee	\$0.0005 per API call
API calls included	580,000,000
Total API Usage Fee	\$290,000
<b>Total Base Annual Fee</b>	<b>\$705,000</b>

Spreedly will bill Customer monthly in arrears at the rate of \$0.0005 per API call for any API calls consumed more than the initial purchase volume of 580,000,000 API calls for the term of the contract.

**3) Premium Support Service Add-on:** Customer is purchasing Premium Support Service ("**Premium Support**") from Spreedly, included as part of the Annual Enterprise Platform Fee with this Order Form. The Premium Support levels are detailed in Schedule B and Schedule C of the Agreement (as amended concurrently with this Order Form).

**4) Payments:** Customer will pay the Annual Platform Fee in equal quarterly installments in accordance with the tables below, with the first installment due and payable within 30 days of the invoice date. Spreedly will invoice Customer for each subsequent quarterly payment 30 days prior to the three, six, and nine-month anniversaries of the Order Form Effective Date, with such amounts due and payable within 30 days of the invoice date.

All payments to be made under this Agreement will 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, Spreedly will be entitled to "gross-up" the applicable fees in such amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction.



Annual Payment Schedule	
Quarterly Payment	Year 1
Payment #1	\$176,250
Payment #2	\$176,250
Payment #3	\$176,250
Payment #4	\$176,250
Annual Total	\$705,000

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.  
300 Morris Street, Suite 400  
Durham, NC 27701  
USA

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

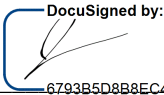
[Signatures on Next Page]



CONFIDENTIAL

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

**Spreedly, Inc.**

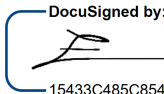
By:  6793B5D8B8EC48E...

Name: Justin Benson

Title: CEO

Date: 6/1/2022

**Rappi, Inc.**

By:  15433C485C854F7...

Name: Felipe villamarin

Title: Co-Founder

Date: 6/1/2022