

STATEMENT OF WORK #2**Paytrace ACH**

This Statement of Work ("SOW"), dated as of the last date of signature of a party, (the "SOW Effective Date") is being entered into by and between **US Transactions Corporation Inc** ("Company") and Spreadly Inc., a ("Spreadly") and governed by the Professional Services Agreement dated May 5, 2021 ("Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

i. **Description of Services and Work Product:** Spreadly will perform the following Services under this SOW:

a. Spreadly will build support for ACH Processing on the Spreadly Paytrace Integration in order to support payment processing on the Spreadly platform for Company. The integration will standardly support the following payment operations as long as supported by underlying PayTrace processors:

- (i) Purchase
- (ii) Authorize
- (iii) Capture
- (iv) Void
- (v) Refund

ii. **Key Milestones:**

- o Add support for Bank Account Payment methods for Paytrace to Spreadly's Active Merchant open source library
- o Merge support for Bank Account Payment methods for Paytrace to Spreadly Core Platform, deploy in Production
- o Publish integration documentation at docs.spreadly.com

iii. **Client Obligations:** In support of the Services that shall be provided by Spreadly hereunder, Company shall fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:

- Make resources available for testing and review of deliverables in a timely manner
- Provide Spreadly access to Paytrace partner contact in order to establish a Sandbox environment, documentation, and designated technical point of contact.

iv. **Duration of Statement of Work.** This SOW shall commence on the SOW Effective Date and shall continue until the work product and deliverables as described above have been Accepted by Customer (the "SOW Initial Term").

v. **Timeline.** The project work will commence within two (2) to four (4) weeks of the SOW Effective Date and last for an estimated duration of approximately four (4) to six (6) weeks.

vi. **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Client shall pay to Spreadly \$12,000.00 invoiceable upon execution of this Statement of Work.

vii. **Acceptance.** When Spreadly has identified a Statement of Work as completed, Spreadly shall provide written notification (electronic or otherwise) to Company of the completion. Company shall have 30 days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the Statement of Work. Company shall be deemed to have accepted the deliverable(s) unless, prior to the expiration of the Acceptance Period, Company provides Spreadly with a written notice to the effect that one or more of the deliverables fails to conform to the acceptance test. In the event deficiencies are reported by Company during the Acceptance Period, Spreadly will supply the appropriate personnel to investigate, and correct, if necessary, non-conformities within 30 days from the date of the correction of identified non-conformities.

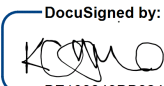
viii. **Termination.**

a. Either Party is entitled to terminate this Agreement at any time by providing thirty (30) days written notice to the other Party, except as otherwise provided in the Agreement. Termination of this Agreement automatically causes simultaneous termination of all SOWs and/or Change Orders hereto. During the above notice period the Customer shall be accountable for ensuring Spreadly Personnel with the Client Obligations and Spreadly shall continue providing the Services in a professional manner as agreed in the Agreement and/or relevant Change Orders.

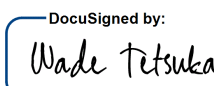
b. Upon termination of this Agreement, the Customer shall be obliged to pay, within thirty (30) days of the effective date of termination, all undisputed fees and expenses in accordance with the terms of this Agreement and/or any Change Order for the Services provided up to the effective date of such termination.

Authorized representatives of the parties hereby agreed to and accept the terms of this Statement of Work #2 effective as of the SOW Effective Date.

SPREEDLY, INC.

DocuSigned by:

By: BE408849DB824F9...
Name: Nellie Vail
Title: CFO

US Transactions Corporation Inc

DocuSigned by:

By: 4B300E1A7A0146A...
Name: Wade Tetsuka
Title: President