



ORDER FORM #Q-04086

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

To: Gemma Dunn
Customer Legal Name: Patrianna Limited
Tax ID: 632337
Billing Address: Cumulus House, Gibraltar, Gibraltar
Sales Rep: Alexandra Fleming

Order Form Issued: August 26, 2024
Offer Valid Until: September 15, 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 Services Agreement dated October 9, 2023, currently in force between the 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.** This Order Form supersedes and replaces Order Form #1 dated October 9, 2023. 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 September 15, 2024.

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:	\$64,130.00
API Usage Fee:	\$333,900.00
Included API Calls – 70,000,000	
Cost per API Call – \$0.00477	
Professional Support	Included
Committed Annual Fees	\$398,030.00

One-Time Platform Credit. Spreedly will apply a one-time invoice credit representing the prorated refund of prepaid Platform Fees under Order Form #1 dated October 9, 2023 for the remaining Term period between September 15, 2024 and October 8, 2024

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 70,000,000 API calls to the Spreedly Platform at a cost of \$0.00477 per call (“API Usage Fee”) to be utilized during the Initial Term. If Customer exceeds 70,000,000 API calls in any Contract Year, Spreedly will charge Customer monthly in arrears an overage rate of 1.5 times the rate the pre-purchased API calls.

Spreedly agrees to negotiate the API Usage Fees in good faith if Customer requests such negotiation at least 30 days prior to exceeding the number of pre-purchased API calls.



One-Time API Usage Credit. Spreedly will apply a one-time invoice credit for any remaining pre-purchased API calls under another Order Form as of September 15, 2024.

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 in equal quarterly installments, with the first installment due and payable within 45 days of the Order Form Effective Date. Spreedly will invoice Customer for each subsequent quarterly payment 45 days prior to the three, six, and nine, month anniversaries of the Order Form Effective Date (a "Quarterly Payment Date"), with such amounts due and payable prior to the applicable Quarterly Payment Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term will be invoiced at least 45 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: WENAU31
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]



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:  Signed by:
justin@spreedly.com
C913281882F84A...

Name: justin@spreedly.com

Title: CEO

Date: 9/13/2024

Patrianna Limited

By:  DocuSigned by:
Sokol
955A173B6CE84E4...

Name: Damian Sokol

Title: Director


Date: 12th September 2024

Certificate Of Completion

Envelope Id: 315C476036FA45AAAF9E34C667E7EB57		Status: Completed
Subject: Complete with DocuSign: Amendment with Patrianna Limited - Order Form (Final version).pdf		
Source Envelope:		
Document Pages: 3	Signatures: 1	Envelope Originator:
Certificate Pages: 4	Initials: 0	Vanessa Plumb
AutoNav: Enabled		Suite 102 Royal Ocean Plaza, Bayside Road
Envelope Stamping: Enabled		Gibraltar, Gibraltar GX11 1AA
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		vanessa@patrianna.com
		IP Address: 212.120.230.254

Record Tracking

Status: Original	Holder: Vanessa Plumb	Location: DocuSign
12/9/2024 01:17	vanessa@patrianna.com	

Signer Events	Signature	Timestamp
Damian Sokol	<div>DocuSigned by:</div> <div></div> <div>955A173B6CE84E4...</div>	Sent: 12/9/2024 01:18
dami@patrianna.com		Viewed: 12/9/2024 01:34
Damian Sokol		Signed: 12/9/2024 01:34
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device Using IP Address: 212.120.230.254	

Electronic Record and Signature Disclosure:
Accepted: 12/9/2024 | 01:34
ID: 2fc232c2-9b1d-436f-9846-93f4be355c3e

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
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/9/2024 01:18
Certified Delivered	Security Checked	12/9/2024 01:34
Signing Complete	Security Checked	12/9/2024 01:34
Completed	Security Checked	12/9/2024 01:34
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Patrianna Limited (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Patrianna Limited:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rebecca@patrianna.com

To advise Patrianna Limited of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at rebecca@patrianna.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Patrianna Limited

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to rebecca@patrianna.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Patrianna Limited

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to rebecca@patrianna.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Patrianna Limited as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Patrianna Limited during the course of your relationship with Patrianna Limited.