

**ORDER FORM #Q-03875**

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

To: Alex Phelps
Customer Legal Name: Next Commerce Pte. Ltd.
Tax ID: 202112465M
Billing Address: 111 Somerset Road, Singapore,
238164, Singapore
Sales Rep: Crystal Stewart

Order Form Issued: May 16, 2024

Offer Valid Until: June 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 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, 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 applicable Documentation.

1. **Term.** The Initial Term of this Order Form is one (1) month, after which this Order Form will automatically review for successive 1-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.

2. **Advanced Vault.** Spreedly's Advanced Vault service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service as set out in Table 1 below or (ii) the minimum committed fee of \$500.00 per month. Costs are exclusive of fees imposed by the card associations and/or third-party service providers (e.g. card updates, tokenization, etc.) which will be passed through to Customer and are subject to change at any time. For the avoidance of doubt, Customer will still be charged the third party fee each time a payment card is updated. Spreedly will make reasonable efforts to notify Customers in advance of changes in third party fees.

Table 1			
Tier	# of Payment Methods	Monthly Fee Per Method	Minimum Monthly Fee
1	0 – 149,999	\$0.0250	\$500.00
2	150,000 – 1,499,999	\$0.0225	
3	1,500,000 +	\$0.0200	

By using Advanced Vault, Customer agrees that any updates to payment card information may be used by Spreedly to improve or provide payment services on its Platform. Customer authorizes Spreedly to act on Customer's behalf to (i) request and retain a Token Requestor ID from applicable card issuers, and (ii) use the Token Requestor ID to provision network tokens where available.

3. **Payments.** All Fees are due and payable within 30 days of the invoice date are subject to the terms prescribed in the Agreement.

Customer will pay all amounts due by credit card on file with Spreedly. Customer authorizes Spreedly to immediately charge the Committed Monthly Fees for the first month and periodically charge the credit card on file for Spreedly service fees as stated in this Order Form. Customer will be subject to any additional terms presented by the third-party credit card payment processor and Customer is responsible for keeping such credit card information up to date.



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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.

Next Commerce Pte. Ltd.

By: DocuSigned by:
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By: 

Name: Nellie Vail

Name: Alex Phelps

Title: CFO

Title: Platform Engineering Lead

Date: 5/23/2024

Date: 23/06/2024