



SERVICE AGREEMENT

Part A: Parties

SPREEDLY		CUSTOMER	
Name:	Spreedly, Inc.	Name:	Play Digital S.A.
Address:	300 Morris Street, Suite 400	Address:	Av. Alem 882
City/State:	Durham, NC 27701	City/Country:	Buenos Aires, Argentina
PRIMARY SPREEDLY CONTACT		PRIMARY CUSTOMER CONTACT	
Name:	Dustin Bass	Name:	Rafael Soto
Title:	Enterprise Account Executive	Title:	CEO
Phone:	888-727-7750	Phone:	+54-911-5639-7763
Email:	dustin@spreedly.com	Email:	rafael.soto@playdigital.com.ar

Part B: Terms

1. This Service Agreement (including its exhibits, the "**Agreement**") is effective as of the last date of signing below ("**Effective Date**") and is between Spreedly, Inc. ("**Spreedly**"), and the customer listed above (the "**Customer**"). Except as otherwise provided herein, this Agreement is subject to the Spreedly Privacy Policy ("**Privacy Policy**"), which is incorporated herein by reference, and which can be viewed at <https://spreedly.com/>. To the extent that any term in the Privacy Policy conflicts with the terms of this Agreement or any inconsistency between the Privacy Policy and this Agreement exists, the terms of this Agreement shall prevail.
2. Provision and Use of Service.
 - a. Spreedly hereby grants the Customer a worldwide, limited, non-exclusive, non-transferable license, without the right to sublicense, during the Term, to electronically access and use the Spreedly API (the "**Service**") to validate, tokenize and vault credit cards (and other payment types) and then process charges against those payment methods against one or more of the payment gateways that are integrated to the Service and/or third-party payment method receivers that Spreedly supports, and, where applicable, automatically update expired or lost credit cards. Spreedly is not a payment gateway or merchant account provider and Spreedly does not assume any direct or indirect liability or responsibility for Customer's agreements with payment gateways or merchant account providers supported on our Service. The foregoing license includes Customer's right to access and use Spreedly's website and any software programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) provided to Customer by Spreedly in connection with the Service.
 - b. Customer shall comply with all laws, directives, rules and regulations (collectively, "Laws") applicable to its use of the Service and Spreedly reserves the right to restrict access to the Service if it reasonably determines in good faith that Customer is in violation of this requirement. Customer hereby grants Spreedly authorization to share information with law enforcement about Customer, Customer's transactions and Customer's Spreedly account, in each case to the extent (i) required by applicable Law, (ii) requested by applicable regulatory or government authority, or (iii) Spreedly reasonably determines in good faith that failure to report to an applicable regulatory or government authority is reasonably likely to result in liability to Spreedly; provided that Spreedly shall provide prior notice of such disclosure to Customer if notice is legally permitted.
 - c. Spreedly reserves the right to not store or submit any transaction Customer submits that Spreedly reasonably believes is in violation of this Agreement or applicable Law, any other Spreedly agreement, or otherwise constitutes fraud and/or other criminal acts. In such case, Spreedly shall promptly provide sufficient information to Customer about the reasons for not storing or submitting the applicable transactions, and shall allow Customer to provide evidence to reasonably conclude that such transaction does not constitute fraud and/or other criminal acts. Spreedly's decision in connection to such evidence shall not be unreasonably withheld or denied.
3. Intellectual Property Rights.
 - a. The Service is licensed and not sold. Spreedly reserves all rights not expressly granted to Customer in this Agreement. The Service is protected by copyright, trade secret and other intellectual property laws. Spreedly owns the title, copyright and other worldwide Intellectual Property Rights (as defined below) in the Service and all copies of the Service. This Agreement does not grant Customer any rights to our trademarks or service marks. For the purposes of this Agreement, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the Laws of any state, country, territory or other jurisdiction.

- b. Customer may submit comments or ideas about the Service, including without limitation, about how to improve the Service or other Spreadly products (“**Ideas**”). By submitting any Idea, Customer agrees that its disclosure is gratuitous, unsolicited and without restriction and will not place Spreadly under any fiduciary or other obligation, and that Spreadly is free to use the Idea without any additional compensation to Customer, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. Customer further acknowledges that, by acceptance of its submission, Spreadly does not waive any rights to use similar or related ideas previously known to Spreadly, or developed by its employees, or obtained from sources other than Customer.

4. Term and Termination.

- a. Unless otherwise terminated in accordance with this Agreement, the initial term of this Agreement shall be for a period of two (2) years from the Effective Date (the “**Initial Term**”). Thereafter, this Agreement shall 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.
- b. Either party may terminate this Agreement, by written notice to the other party effective as of the date specified in such notice, if the other party materially breaches this Agreement and such breach: (i) cannot be cured; or (ii) being capable of cure, remains uncured thirty (30) days after the breaching party receives written notice thereof. Without limiting the foregoing, in the event of a breach that gives rise to the right by Spreadly to terminate this Agreement, Spreadly may elect, as an interim measure, to suspend the Service until the breach is cured and all fees shall continue to accrue during the period of such suspension. Spreadly’s exercise of its right to suspend performance shall be without prejudice to Spreadly’s right to terminate this Agreement upon written notice to Customer.
- c. Upon termination of this Agreement, (i) Spreadly will immediately discontinue Customer’s access to the Service; (ii) Customer shall complete all pending transactions and stop accepting new transactions through the Service; (iii) Customer will discontinue use of any Spreadly trademarks and immediately remove any Spreadly references and logos from Customer’s website; and (iv) each party promptly returns to the other or, if so directed by the other party, destroys all originals and copies of any Confidential Information of the other party (including all notes, records and materials developed therefrom).

5. Representations.

- a. Each party to this Agreement represents and warrants to the other that: (i) it possesses the legal right and corporate power and authority to enter into this Agreement and to fulfill its obligations hereunder; and (ii) its execution, delivery and performance of this Agreement will not violate the terms or provision of any other agreement, contract or other instrument, whether oral or written, to which it is a party.
- b. Customer represents and warrant to Spreadly that: (i) it will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service; (ii) it will comply, at its own expense, with all Laws applicable to Customer, this Agreement, Customer’s customer data and/or any card authorization, credit, ticket only, capture or settlement request, decline transaction, or other related transaction, completed or submitted under Customer’s account, including without limitation: (A) the terms of service of the payment gateways, merchant service providers and/or API endpoints Customer connects with on the Service; (B) the operating rules, bylaws, schedules, supplements and addenda, manuals, instructions, releases, specifications and other requirements, as may be amended from time to time, of any of the payment networks including Visa, MasterCard, American Express, Discover Financial Services, and any affiliates thereof or any other payment network applicable to this Agreement; (C) PCI-DSS and PA-DSS, as applicable; and (D) any regulatory body or agency having jurisdiction over the subject matter hereof.

6. Pricing. Spreadly will charge Customer the fees outlined on Exhibit A for use of the Services.

7. Confidential Information.

- a. For the purposes of this Agreement, “**Confidential Information**” means any and all technical and non-technical information, whether in graphic, electronic, written or oral form, disclosed by either Spreadly or the Customer, including the Spreadly API or any API owned or otherwise controlled by the Customer, any ideas, techniques, drawings, designs, descriptions, specifications, works of authorship, patent applications or other filings, models, inventions, know-how, processes, algorithms, software source documents, and formulae related to the current, future, and proposed technologies, products and services of each of the parties, and also any information concerning research, experimental work, development, engineering, financial information, purchasing, customer lists, pricing, investors, employees, business and contractual relationships, business forecasts, business plans, Personal Information, sales and merchandising, marketing plans of or related to Spreadly or the Customer and information either party provides to the other regarding or belonging to third parties, whether or not labeled or marked as “Confidential,” “Proprietary” or with a similar proprietary legend, and which may also be disclosed verbally. “Confidential Information” does not include any information which: (i) now or hereafter enters the public domain through no breach of an obligation of confidentiality or other fault of a party; (ii) the receiving party independently knows free of any obligation of confidentiality at the time of receiving such information; (iii) a third party hereafter furnishes to the receiving party without restriction on disclosure and without breach of any confidentiality obligations; or (iv) employees or agents of a receiving party have independently developed without any use of or reference to any Confidential Information and without breaching this Agreement.

- b. Each party shall: (i) only disclose Confidential Information to any of its and/or its affiliates' employees, officers, directors, partners, consultants, contractors, agents and representatives (collectively, its "**Representatives**") that have a need to know such Confidential Information and who have agreed to terms at least as restrictive as those stated in this Agreement; (ii) hold in strict confidence and not disclose any Confidential Information to any third party, except as permitted herein; (iii) protect and safeguard any and all Confidential Information using the same standard of care as it uses to protect and safeguard its own confidential and/or proprietary information, but in no event less than a reasonable standard of care; (iv) use such Confidential Information only to the extent required for the purposes of this Agreement; (v) not reproduce Confidential Information in any form except as required for the purposes of this Agreement; (vi) not reverse-engineer, decompile, or disassemble any software or devices disclosed by the other party; (vii) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (viii) promptly provide the other party with notice upon discovery of any loss or unauthorized disclosure of the Confidential Information. Each party shall be liable for any failure of its Representatives to abide by the provisions of this Agreement as if such failure was the act or omission of such party.
 - c. Notwithstanding the foregoing, either party may disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by applicable Laws, provided that (a) the receiving party promptly notifies the disclosing party in writing about such disclosure requirement in order to facilitate the disclosing party's efforts to protect its Confidential Information, (b) the receiving party cooperates with the disclosing party, at the disclosing party's expense, in seeking and obtaining protection for the disclosing party's Confidential Information, and (c) the receiving party shall only disclose that portion of the Confidential Information that is legally required; or (ii) on a "need-to-know" basis and under an obligation of confidentiality to its legal counsel, accountants, banks and other financing sources and their advisors, or to a Qualified Security Assessor ("**QSA**") for the purpose of assessing compliance with the Payment Card Industry Data Security Standards ("**PCI-DSS**").
 - d. All Confidential Information (including all copies thereof) shall remain the property of the disclosing party. Upon the request of the disclosing party, the receiving party shall either (a) return such materials to the disclosing party; or (b) certify in writing as to the destruction thereof.
8. References to Relationship. Customer agrees that, from the Effective Date, Spreadly may identify Customer as a customer of Spreadly and use Customer's logo on our customers page (<https://spreadly.com/customers>) for the Term of this Agreement.
9. PCI-DSS. Spreadly represents and warrants that, at all times during the Term of this Agreement, it shall be fully compliant with PCI-DSS and all other applicable standards and guidelines issued by the PCI Security Standards Council, LLC, (the "**Council**") as modified from time to time, and shall, on request or on a periodic basis in accordance with the Card Rules (as defined below), provide proof thereof. In addition:
- a. Spreadly covenants, represents and warrants that, at all times during the duration of this Agreement, it complies with and will comply with all applicable rules and guidelines regarding service providers, third-party agents and processors as issued by the Card Associations (the "**Card Rules**"), as updated from time to time, and including Card Rules applicable to U.S. and international credit card transactions. The term "**Card Associations**" means MasterCard, VISA, American Express, Discover, JCB or any other credit card brand or payment card network for or through which Spreadly Processes payment card transactions. "**Processes**," "**Processed**" or "**Processing**" shall mean any operation in relation to Personal Information irrespective of the purposes and means applied including, without limitation, access, collection, retention, storage, transfer, disclosure, use, erasure, destruction, and any other operation. "**Personal Information**" means any information that identifies or could reasonably be used to identify an individual person, including but not limited to names, cardholder data social security numbers, driver's license numbers, tax identification numbers, addresses and telephone numbers), or any information which is compiled or derived from any of the foregoing.
 - b. Spreadly represents and warrants that it validates its PCI-DSS compliance as required by the applicable Card Rules, and, as of the effective date of this Agreement, Spreadly has complied with all applicable requirements to be considered compliant with PCI-DSS, and has performed all necessary steps to validate its compliance with the PCI-DSS. Without limiting the foregoing, Spreadly represents and warrants: (i) that it undergoes an Annual On-Site PCI Data Security Assessment ("**Annual Assessment**") by a QSA and pursuant to its most recent Assessment, it is currently certified as compliant with the current version of PCI-DSS by the QSA; (ii) that it undergoes a quarterly network scan ("**Scan**") by an approved scanning vendor ("**ASV**") and that it is has passed its most recent scan.
 - c. Spreadly will notify Customer within seven (7) days if it (i) receives a non-compliant Annual Assessment from a QSA; (ii) fails to undergo or complete any Annual Assessment prior to the expiration of the previous year's Annual Assessment; (iii) is unable to pass any of its Scans; or (iv) is no longer in compliance with PCI-DSS.
 - d. Spreadly agrees to supply Customer with evidence of its most recent Annual Assessment prior to or upon execution of this Agreement. Thereafter, Spreadly shall annually supply to Customer, or make available on www.spreadly.com, evidence of Spreadly's successful completion of its Annual Assessment and will, upon reasonable request, supply Customer with additional evidence of its overall PCI-DSS compliance status.
 - e. Spreadly shall, with respect to the Customer's data, use only validated third-party payment applications that have been certified as compliant with the Council's Payment Application Data Security Standards ("**PA-DSS**"), as updated from time

to time.

- f. Customer may elect at any time to perform an automatic export of any Card Data or other credit card or user information associated with Customer's account to a third party endpoint for which Spreedly supports third-party vaulting (a "**Supported TPV Endpoint**") as set forth at: <https://docs.spreedly.com/guides/third-party-vaulting/>. For any endpoint that is not a Supported TPV Endpoint, Customer may request that Spreedly perform one (1) free-of-charge manual export during the Term, of any Card Data or other credit card or user information associated with Customer's account to a recipient designated by Customer, provided the recipient has proven that it is PCI-DSS compliant and the transfer is not in violation of any applicable Laws. If Customer requires additional manual exports during the Term, each additional manual export shall incur a \$1,000 charge. Spreedly reserves the right to delete all of Customer's Card Data and any other account data stored on its servers 30 days after the effective date of termination of this Agreement (the "**Data Transfer Window**"). If Customer requires additional time to arrange the export of its Card Data to a PCI compliant third party, it may extend the Data Transfer Window for additional 30 day periods by paying the prorated Base Annual Fee as determined in accordance with Exhibit A of this Agreement.
10. Security. Without limiting the requirements of this Agreement, Spreedly agrees that all Customer Confidential Information (including Personal Information) will be secured from unauthorized access, use, disclosure, loss, theft and Processing using industry standard security practices and technologies. Without limiting the foregoing, Spreedly represents and warrants the following:
- a. Spreedly has in place a comprehensive, written information security program designed to protect the information under its custody, management or control, including all Customer Confidential Information. Spreedly's information security program satisfies the requirements of all data security Laws applicable to Spreedly, and includes the following safeguards: (i) secure business facilities, data centers, servers, back-up systems and computing equipment including, but not limited to, all mobile devices and other equipment with information storage capability; (ii) network, device application, database and platform security; (iii) secure transmission, storage and disposal; (iv) authentication and access controls within media, applications, operating systems and equipment; (v) encryption of Customer Confidential Information placed on any electronic notebook, portable hard drive or removable electronic media with information storage capability, such as compact discs, USB drives, flash drives, tapes; (vi) encryption of Personal Information in transit and at rest; (vii) Personal Information must not be Processed in test, development or non-production environments; and (viii) Personnel security and integrity including, but not limited to, background checks consistent with applicable Law and the requirements of this Agreement. "**Personnel**" means a party's officers, directors, employees and authorized agents who contribute to the performance of such party's obligations under this Agreement. For purposes of the foregoing, a party and its officers, directors, employees and authorized agents shall not be deemed Personnel of the other party.
 - b. Spreedly shall regularly, but in no event less than annually, evaluate, test and monitor the effectiveness of its information security program and shall promptly adjust and/or update such programs as reasonably warranted by the results of such evaluation, testing, and monitoring.
 - c. All Spreedly Personnel with access to Customer Confidential Information are provided appropriate information security and privacy training to ensure their compliance with Spreedly's obligations and restrictions under this Agreement, with applicable Laws and with Spreedly's information security program.
 - d. The personal data/information provided by Customer shall only be applied or used by Spreedly for the sole purpose of rendering the Services and Spreedly may not assign or transfer it to third parties, not even for their storage, without Customer's prior written consent, which shall not be withheld, conditioned or delayed. Moreover, Spreedly must implement and maintain commercially reasonable security measures designed to ensure the security and confidentiality of personal data. Unless otherwise prohibited by applicable Law, Spreedly shall destroy the personal data upon termination of this Agreement. Exhibit D shall apply to such personal data processing, in case of any incompatibility between the terms set forth in Exhibit D and this Agreement, the terms of Exhibit D shall prevail.
11. Breaches of Security.
- a. "**Breach of Security**" means (i) any loss, misuse, compromise, or unauthorized access to Personal Information that Spreedly collects, generates, or obtains from or on behalf of Customer, or (ii) any other act or omission that compromises or undermines the physical, technical, or organizational safeguards put in place by Spreedly in Processing such information or otherwise providing services under this Agreement.
 - b. If there is a Breach of Security, Spreedly will (i) notify Customer within 24 hours of becoming aware of such occurrence and will provide such notice to Customer by contacting the primary Customer Contact set forth above, (ii) promptly investigate the Breach of Security to attempt to determine the root cause, (iii) consult with Customer in good faith about remediation and mitigation plans, and (iv) take all steps reasonably necessary to promptly remediate the effects of such occurrence, ensure the protection of those data subjects that are affected or likely to be affected by such occurrence, prevent the re-occurrence, and comply with applicable Laws.
 - c. Spreedly will, at its own cost, make all notifications, including to data subjects, regulatory authorities and credit reporting

agencies, that are required by applicable Law or any Card Association. Spreedly shall not inform any third party of any Breach of Security, except other affected Spreedly customers or as may be required by applicable Law, without first obtaining Customer's prior written consent, which shall not be unreasonably withheld.

12. Insurance. At all times during the Term, Spreedly shall maintain in benefit of the Customer (i) commercial general liability insurance with at least \$1,000,000 per occurrence and (ii) "errors and omission" (tech and cyber coverage) insurance in an amount not less than \$10,000,000. Upon Customer's request, Spreedly shall provide Customer with a copy of such policy or policies or a certificate of insurance evidencing the same.
13. Indemnification.
 - a. Spreedly shall indemnify, defend and hold harmless Customer against any loss or damage that Customer may sustain or incur (including attorneys' fees and costs), in relation to any claim or action by a third party (including, without limitation, any regulatory or government authority) (each a "**Claim**"), arising out of or related to any of the following: (i) any claim that the Service infringes, violates or misappropriates a patent, copyright, trademark, trade secret or other intellectual property right of any third party (collectively, "**Third-Party IP Rights**"); (ii) any breach by Spreedly of Section 7 (Confidential Information), Section 9 (PCI-DSS) or Section 10 (Security); or (iii) any Breach of Security that is caused by Spreedly's material breach of its security obligations set forth in Section 10.
 - b. Customer shall indemnify, defend and hold harmless Spreedly against any loss or damage that Spreedly may sustain or incur (including attorneys' fees and costs), in relation to any Claim arising out of or related to any of the following: (i) any breach of Section 7 (Confidential Information); and/or (ii) Customer's use of the Service in violation of the terms of this Agreement and/or any applicable Law.
 - c. Each party shall promptly notify the other party in writing of any Claim for which such party believes it is entitled to be indemnified pursuant to Section 13.a or 13.b. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and investigation of such Claim and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 13.c will not relieve the Indemnitor of its obligations under this Section 13 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not enter into any settlement that imposes any liability or obligation on the Indemnitee without the Indemnitee's prior written consent.
14. Limitation of Liability.
 - a. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, OR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - b. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR DIRECT DAMAGES EXCEED THE AMOUNT OF FEES PAID (AND, WITH RESPECT TO CUSTOMER'S LIABILITY, DUE AND PAYABLE) TO SPREEDLY BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.
 - c. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN SECTIONS 14.a AND 14.b DO NOT APPLY TO THE FRAUDULENT, CRIMINAL OR GROSSLY NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF A PARTY.
15. Assignment. The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors and permitted assigns. Neither party shall assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the other party; provided, however, that either party may assign this Agreement in its entirety, without the other party's consent, to an entity that acquires all or substantially all of the business or assets of the assigning party relating to the subject matter of this Agreement, whether by merger, reorganization, acquisition, sale or otherwise.
16. Notices. Any notices required to be delivered in writing hereunder shall be sent to the party's address set forth in Part A and shall be deemed delivered when (i) by personal delivery (when actually delivered); (ii) by overnight courier (upon written verification of receipt); or (iii) by certified or registered mail, return receipt requested (upon verification of receipt). Either party may change its address at any time by giving written notice of the change to the other party.
17. Force Majeure. Neither party will be liable for failure or delay in performance due to causes beyond its reasonable control, including without limitation acts of God, terrorism, war, riots, fire, earthquake, flood or failure of internet or communications infrastructure. Notwithstanding the foregoing, if any force majeure event lasts more than thirty (30) days, Customer will have the right to terminate the Agreement.
18. Survival. Sections 3.a (Ownership), 4.c (Effect of Termination), 7 (Confidential Information), 13 (Indemnification), 14 (Limitation of Liability), 18 (Survival) and 19 (Miscellaneous) will survive expiration or termination of this Agreement.
19. Miscellaneous. This Agreement shall be governed by the Laws of the State of Delaware (without regard to its choice of law provisions). The parties agree that the exclusive venue for any actions or claims arising under or related to this Agreement shall

be in the appropriate state or Federal court located in Wake County, North Carolina. Each party irrevocably waive any and all rights they may have to trial by jury in any judicial proceeding involving any claim relating to or arising under this Agreement. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable Law or court decisions. The parties are independent contractors and this Agreement does not create an agency, partnership, joint venture, employee/employer or other similar relationship between them. The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the last date of signature below:

Spreedly, Inc.

DocuSigned by:
By: Justin Benson
Name: Justin Benson
Title: CEO
Date: 6/30/2020

Customer: Play Digital S.A.

DocuSigned by:
By: Rafael Soto
Name: Rafael Soto
Title: CEO
Date: 6/30/2020

EXHIBIT A**PRICING**

The initial term of this agreement is 24 months. Customer shall pay Spreadly a “**Base Annual Fee**” for each Contract Year of the Initial Term (in the amount specified in the table below) and Year 2 Base Annual Fee for each Renewal Term, which shall entitle Customer to the following for the duration of the Term:

Enterprise Pricing Table		
	Year 1	Year 2
Enterprise Platform Fee:	\$70,000	\$70,000
Enterprise Assurance Agreement & SLAs	Included	Included
Existing Spreadly Endpoints	Unlimited	Unlimited
PCI Compliant Card Storage Limit	Unlimited	Unlimited
Add New Standard PMD Endpoints	Included	Included
API Usage Fee:	\$25,000	\$87,500
Included API Calls	5,000,000	17,500,000
Cost per API Call	\$0.005	\$0.005
Base Annual Fee	\$95,000	\$157,500

In the event Customer's actual API usage exceeds the included volumes used to determine the Base Annual Fee, Spreadly will bill Customer monthly in arrears at a rate of \$0.0075 per API call.

Customer may also or instead elect to purchase additional blocks of 1,000,000 API calls at the contract rate of \$0.005 per API call any time during the Initial or Renewal Term. Each additional block of API calls purchased will conform with the current Contract Year and will be added to the API usage allotment and expire at the end of that Contract Year.

Customer may choose to upgrade to the next highest Enterprise Tier at any time during the term, at the amounts specified in the table below. If Customer elects to exercise this upgrade via contract amendment, Customer will pay prorated fees based on the number of days remaining in the then current Contract Year.

Enterprise Pricing Table	
Enterprise Platform Fee:	\$125,000
Enterprise Assurance Agreement & SLAs	Included
Existing Spreadly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD Endpoints	Included
API Usage Fee:	\$25,000
Included API Calls	30,000,000
Cost per API Call	\$0.0025
Base Annual Fee	\$200,000

Enterprise Account Management

All enterprise accounts benefit from support prioritization and a named account manager.

Payment

For each Contract Year, Customer shall pay the relevant Base Annual Fee semi-annually in advance, as follows:

- 1st semi-annual installment: 70% of Base Annual Fee
- 2nd semi-annual installment: 30% of Base Annual Fee

The first payment of the Initial Term shall be due and payable within 15 days of the Effective Date. Each subsequent semi-annual payment shall be due and payable within 30 days of the invoice date. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable. Any late payments shall accrue a 3% monthly service fee applied to Customer's outstanding balance. Previously assessed and unpaid service fees are included in the outstanding balance.

Fees do not include any taxes. If Spreadly is legally obligated to collect applicable taxes, such taxes shall be invoiced to and paid by Customer, unless Customer provides Spreadly with a valid tax exemption certificate authorized by the appropriate taxing authority.

All payments to be made under this Agreement shall 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, it will pay Spreadly such additional amounts as are necessary to ensure receipt by Spreadly of the full amount which Spreadly would have received but for the deduction.

Total fees owed under this contract:

- Year 1: \$95,000
- Year 2: \$157,500

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
	Spreadly, Inc.
	733 Foster Street, Suite 100
	Durham, NC 27701
	USA

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

EXHIBIT B**SERVICE LEVEL AGREEMENT****Service Level Agreement**

The Transaction Processing Service (as defined below) shall be available 99.95%, measured monthly, excluding scheduled maintenance. For purposes hereof, "**Transaction Processing Service**" means Spreadly's core API responsible for processing Customer's payment transaction requests, and does not include any beta features or non-payment transaction Spreadly services such as dashboard reporting. For purposes of calculations, the following shall apply:

- Availability means that the services are up and running, accessible by Customer and its end users, without interruption or undue delay.
- Any downtime resulting from outages of third party connections or utilities or other reasons beyond Spreadly's control will be excluded from any such calculation.
- Any unavailability resulting from Spreadly's right to suspend the Service in accordance with the terms of the Agreement shall be excluded from any such calculation.
- Downtime shall begin to accrue as soon as the Transaction Processing Service is unavailable to Customer and/or its end users, and continues until the availability of the Transaction Processing Service is restored.
- Spreadly shall give no less than 5 business days prior written notice to Customer of all scheduled maintenance. Spreadly shall perform scheduled maintenance in such a way that any interruption of the Transaction Processing Service is kept to a minimum and will provide a maintenance window during which the scheduled maintenance will be carried out (which shall not exceed 60 minutes individually or 24 hours in the aggregate in any month).

In the event of a failure to comply with foregoing service level for a given calendar month (a "Service Level Failure"), Spreadly shall issue a credit to Customer (each, a "Service Credit") in the following amounts based on the availability for the applicable calendar month (as follows):

Monthly Availability Percentage	Credit Percentage
Less than 99.95% but greater than or equal to 99.90%	5% of 1/12 th of Base Annual Fee
Less than 99.90% but greater than or equal to 99.80%	10% of 1/12 th of Base Annual Fee
Less than 99.80% but greater than or equal to 99.70%	15% of 1/12 th of Base Annual Fee
Less than 99.70%	20% of 1/12 th of Base Annual Fee

Service Credits may not be redeemed for cash and shall be applied to Customer's next applicable payment of Base Annual Fee, except in case of termination of the service by Customer pursuant to Section 4.b., in which all Service Credits shall apply to any unpaid service fees. The issuance of Service Credits sets forth Spreadly's sole obligation and liability and Spreadly's sole remedy for any Service Level Failure.

Notwithstanding the foregoing, Spreadly has no obligation to issue any Service Credit unless Customer requests such Service Credit in writing within ten (10) days of the Service Level Failure.

EXHIBIT C

Support

Spreadly will provide email support between 8.30 am and 8.00 pm (US Eastern timezone). Customer and its employees and consultants can contact Spreadly at support@spreadly.com with questions about the Transaction Processing Service, to report errors or other problems with the Transaction Processing Service, or to otherwise request support or assistance with respect to the Transaction Processing Service. Spreadly will maintain a sufficient number of Spreadly Support Contacts to ensure timely responses to emails from Customer and to otherwise satisfy Spreadly's obligations under this Exhibit C.

Spreadly shall make updates to the Transaction Processing Service available to Customer on a regular basis. In addition, Spreadly shall troubleshoot and resolve errors related to the Transaction Processing Service in accordance with the following table:

Category	Definition	Spreadly Acknowledgement Time	Resolution
Low	End-user or Customer complaint that requires investigation by Spreadly (including bugs not impacting API uptime)	Up to 48 hours	Next update
Serious	Customer's use of Transaction Processing Service is severely impaired due to Spreadly-side issue	Up to 4 hours	Within 3 days
Critical	Transaction Processing Service is unavailable due to Spreadly-side issue	Up to 60 minutes	Within 1 day

Spreadly has internal systems and procedures in place to notify support personnel of critical issues with the Transaction Processing Service 24 hours a day, 7 days a week.

EXHIBIT D

Between PlayDigital domiciled at Av. Leandro N. Alem 882, C1001AAQ Ciudad de Buenos Aires, Argentina (hereinafter, “the data exporter”) and, Spreedly, Inc. domiciled at 300 Morris Street, Suite 400 , Durham, North Carolina, USA (hereinafter, “the data importer”), jointly “the parties”, which agree to enter into this international personal data transfer agreement for the provision of processing services, subject to the terms and conditions set forth herein.

Section 1) Definitions

As used in this agreement, the listed terms shall have the following meanings:

- a) “personal data”, “sensitive data”, “processing”, “data controller” and “data subject”, shall have the same meaning provided in Law No. 25,326;
- b) “authority” or “controlling authority”, shall mean the AGENCY OF ACCESS TO PUBLIC INFORMATION;
- c) “data exporter”, shall mean the data controller which transfers personal data;
- d) “data importer” or “data processor”, shall mean the service provider as defined in section 25 of Law No. 25,326, which is located outside of Argentina’s jurisdiction and receives personal data from the data exporter for its processing pursuant to the terms and conditions contained herein.
- e) “personal data protection regulations”, shall mean Law No. 25,326 and its regulations.

Section 2) Specifications, purpose of the transfer and specific terms

The details and other specific terms of the transfer and the services, such as the type of personal data to be transferred, the mechanism agreed by the parties to respond to requests made by data subjects or by the controlling authority, transfers to third parties and the jurisdiction in which the personal data shall be located, are specified in Schedule A, which is part of this agreement. The parties may in the future enter into additional schedules to incorporate details and characteristics of those transfers that may be performed in the future pursuant to this agreement.

Section 3) Liability and third party beneficiaries

- a) The data subjects, in their capacity as third party beneficiaries, may require the data importer to comply with the provisions of Law No. 25,326 in connection with the processing of their personal data, particularly regarding the rights to access, rectification, deletion and other rights arising out of Chapter III, sections 13 to 20 of Law No. 25,326, pursuant to the obligations and responsibilities undertaken by the parties herein. To such end, they submit to Argentine judicial and administrative jurisdiction. In case of an alleged non-compliance by the data importer, the data subject may require the data exporter to take the necessary actions to terminate such non-compliance.
- b) The data importer accepts that the controlling authority may exercise its powers over the data processing it undertakes, within the limits and competences granted by Law No. 25,326, accepting its controlling and sanctioning powers, and granting it to such purpose, as may apply, the capacity of third party beneficiary.
- c) If the data importer revokes the rights granted by this section to third party beneficiaries, or persists with an infringement to such rights after the data exporter gives notice requiring compliance within a FIVE (5) business day term, then the agreement may be automatically terminated.
- d) The data subjects shall be able to require from the data importer compliance with the obligations undertaken in this agreement in connection to the processing of personal data received from the data exporter, if the data exporter cannot be found or ceases to legally exist, unless any successor entity has

undertaken all the legal obligations of the data exporter or the data importer due to an agreement or by operation of law, in which case the data subject may require compliance from such entity.

- e) The data subjects shall be able to require from any subcontractor charged with the processing of personal data compliance with this section and with all the obligations undertaken under this agreement by the data exporter and the data importer in connection with the processing of the personal data received from the data exporter, when both the data exporter and the data importer cannot be found or have ceased to legally exist, unless any successor entity has undertaken all the legal obligations of the data exporter or the data importer due to an agreement or by operation of law, in which case the data subject may require compliance from such entity. The civil liability of the data subcontractor will be limited to its own data processing operations in accordance with the terms agreed by the parties and with this agreement.
- f) The parties accept that the data subjects may be represented by associations or other entities authorized by Argentine law.

Section 4) Obligations of the data exporter

The data exporter represents and warrants the following:

- a) The collection, processing and transfer of the personal data have been and will be conducted in compliance with Law No. 25,326.
- b) The data exporter has made reasonable efforts to determine if the data importer is able to comply with the obligations set forth in this agreement. To that effect, the data exporter shall be able to request the data importer to hire liability insurance for any potential damages that may be caused by the processing of personal data, pursuant to the specifications contained in Schedule A.
- c) During the execution of personal data processing services, the data exporter shall give all necessary instructions for the processing of the transferred personal data to be performed exclusively on its behalf and in compliance with Law No. 25,326 and this agreement;
- d) Shall provide the data importer with a copy of the Argentine legislation in force regarding the processing of personal data.
- e) Warrants that it has complied with informing the data subjects that their personal data could be transferred to a third country with lower levels of data protection than those of the REPUBLIC OF ARGENTINA;
- f) Warrants that any data sub-processing of the activity will be conducted by a data subcontractor which must have the prior and express approval of the data exporter, which must provide at least the same level of protection and the same rights to the data subjects as those agreed upon herein with the data importer, to which end they will execute an agreement, and which will also be under subject to the instructions of the data exporter;
- g) If the data subject – in its capacity as a third party beneficiary – exercises its rights to data access, rectification, deletion and other rights arising out of Chapter III, sections 13 to 20 of Law No. 25,326, the data exporter will reply within TEN (10) calendar days in case of a request for access and FIVE (5) business days in case of a request for rectification, deletion or update, and will provide the means to that end, whether the data are in its power or it has been agreed as an obligation under its charge, which is indicated in Schedule A. The data exporter will respond within the time frames indicated by Law No. 25,326 to the consultations made by the data subjects and the controlling authority regarding the data processing conducted by the data importer, unless que parties have agreed that the data importer must respond to such consultations. Even in this case, the data exporter must respond, insofar as it is reasonable to require this and based on the information it may reasonably have, when the data importer is unable to respond or fails to respond.

- h) The data exporter will have at the disposal of the data subjects, in their capacity as third party beneficiaries as stated in section 3 and upon their request, a copy of the terms regarding their data processing, rights and warranties, as well as a copy of the terms of other agreements necessary for the services of data sub-processing that may be conducting according to the terms of this agreement.

Section 5) Obligations of the data importer

The data importer represents and warrants the following:

- a) Will process the transferred personal data solely on behalf of the data exporter, in accordance to its instructions and the terms of this agreement. If for any reason it cannot comply with these requirements, it will immediately inform the data exporter, which will be entitled to suspend the data transfer or terminate the agreement.
- b) Take necessary and effective security and confidentiality measures to avoid the tampering, loss, access or unauthorized processing of the data, and measures which allow the detection of any intentional or unintentional deviations, whether the risks originate from human action or from the technical means used, verifying that they are not inferior to those required by the applicable regulations, so as to warrant a security level which is appropriate to the risks associated with the data processing and nature of the data to be protected.
- c) Will have in place proceedings which guarantee that all access to the transferred data will be made by authorized personnel, including access levels and passwords, which shall comply with the duty of confidentiality and security of the data and will execute agreements to such effect.
- d) Has verified that the local regulations do not impede compliance with the obligations, warranties and principles contained herein regarding data processing and data subjects, and will immediately inform the data exporter if it learns of the existence of any such provisions, in which case the data exporter may suspend the data transfers.
- e) Will process the personal data as per the express instructions issued by the data exporter in accordance with the objectives and manner described in Schedule A.
- f) Will provide the data exporter with a contact within its organization which is authorized to respond to consultations regarding personal data processing, and will cooperate in good faith with the data exporter, the data subject and the controlling authority in relation to such consultations within the terms provided by law. If the data exporter ceases to legally exist, or if the parties have agreed so, the data importer will undertake the tasks associated with compliance as stated in section 3, subsection d).
- g) Will put at the disposal of the data exporter or the controlling authority, at their request, its data processing facilities and all necessary documentation for the data processing, so that it may be reviewed, audited and certified. These activities will be conducted, prior reasonable notice and within regular office hours, by an impartial and independent inspector or auditor designated by the data exporter or the authority, in order to determine if the warranties and obligations undertaken under this agreement are met.
- h) Will process the personal data in compliance with Law No. 25,326.
- i) Will notify without delay the following to the data importer: i) all legally binding requests to provide access to personal data filed by an authority charged with applying law, unless this is forbidden by applicable law (insofar as this does not exceed what is necessary in a democratic society under point 2) of the following subsection), ii) all accidental or unauthorized accesses, iii) all requests received directly from the data subjects which were not responded, unless it is authorized.
- j) Will not assign or transfer the personal data to third parties unless: 1) it is specifically provided in Schedule A of this agreement or is necessary to fulfill the agreement, verifying in both cases that the third party

undertakes the same obligations as the data importer under the agreement and always with the knowledge and prior consent of the data exporter; or 2) the assignment is required by law or by a competent authority, insofar as it does not exceed what is necessary of a democratic society, for example, when it is a necessary measure to safeguard the security of the State, the defense, public safety, prevention, investigation, detection and repression of criminal or administrative infractions, or the protection of the data subject or the rights and liberties of a third party.

Upon receipt of the request detailed in point 2), the data importer must immediately: a) verify that the requesting authority offers adequate guarantees regarding compliance with the principles of section 4 of Law No. 25,326, and the data subject's rights to access, rectification, deletion and other rights arising out of Chapter III, sections 13 to 20 of Law No. 25,326, except in the following cases (as per section 17 of Law No. 25,326): i) it is provided by law or by a decision based on the defense of the Nation, order and third-party interests, ii) it is provided by a decision which has been notified to the affected party, when it could hinder ongoing judicial or administrative activities associated to an investigation on the compliance of obligations subject to state control and related to public order, such as: tax or pension matters, matters related to control over health and the environment, criminal investigations and the verification of administrative infractions; nevertheless, access to the data must be granted when the affected party has to exercise its right to defense; and b) in case the authority does not grant or offer the guarantees indicated in point a) Argentine law will prevail, and consequently the data importer will suspend the data processing in that country and will return the data to the exporter in accordance with its instructions, and the data exporter will notify the controlling authority.

- k) Will respond to any requests received from the data subject in its capacity as a third party beneficiary or from the data exporter, which exercise the rights to access, rectification, deletion and other rights arising out of Chapter III, sections 13 to 20 of Law No. 25,326, in compliance with the terms provided by law and providing the means to such end. It will respond within the terms provided by Law No. 25,326 to consultations from the data subject and the controlling authority regarding the data processing conducted by the data importer, notwithstanding that the parties have agreed that someone else will respond to these consultations in Schedule A, following the instructions of the controlling authority.
- l) Will destroy, and certify this destruction, and/or return to the data exporter the transferred personal data, when this agreement is terminated for any cause.
- m) In cases of data sub-processing, will inform and obtain the prior written consent of the data exporter.
- n) Warrants that the processing conducted by any subcontractor will be in compliance with section 10 on this agreement.
- o) Will send without delay to the data exporter a copy of the contract executed with the data subcontractor in connection with this agreement, and in which the data exporter must be granted the capacity of third party beneficiary so that it will be able to impart any instructions it deems necessary and have the ability to terminate the contract.
- p) Will keep records of its compliance with the obligations established in this section, and will provide a report upon request of the data exporter or the authority.

Section 6) Liability

- a) The parties agree that any data subjects which suffer damages as a result of an infringement of the obligations contained in the present agreement by any party or by a subcontractor will have the right to receive a compensation for such damages from the data exporter.
- b) If the data subject cannot file against the data exporter the claim for damages described in point a) above for infringement by the data importer or the data sub-contractor of their obligations established in sections 5 and 10 of this agreement, due to the fact that the data exporter cannot be found, have ceased to legally exist or have become insolvent, the data importer accepts that the data subject may action

against him instead of the data exporter, unless any successor entity has undertaken all the legal obligations of the data exporter due to an agreement or by operation of law, in which case the data subject will file any claim against such entity. The data importer cannot claim the infringement of the data subcontractor in order to decline its own responsibilities.

- c) In case the data subject cannot file against the data exporter or the data importer the claim described in points a) and b) above for infringement by the data subcontractor of its obligations under sections 3 and 10 of this agreement, due to the fact that both the data exporter and the data importer cannot be found, have ceased to legally exist or have become insolvent, the data subcontractor accepts that the data subject may action against him regarding its own data processing instead of against the data exporter or data importer, unless any successor entity has undertaken all the legal obligations of the data exporter or the data importer due to an agreement or by operation of law, in which case the data subject will file any claim against such entity. The liability of the data subcontractor will be limited to its own data processing operations in accordance with the terms of this agreement.

Section 7) Applicable law and jurisdiction

This agreement is subject to the laws of the ARGENTINE REPUBLIC, particularly to Law No. 25,326, its regulations and the decisions issued by the ARGENTINE DATA PROTECTION DIRECTORATE and/or the AGENCY OF ACCESS TO PUBLIC INFORMATION, and any conflict related to personal data protection will be subject to the judicial and administrative jurisdiction of the ARGENTINE REPUBLIC.

Section 8) Resolution of conflicts with data subjects

- a) The data importer agrees that if the data subject invokes its rights as third party beneficiary or claims compensation for damages in accordance with the terms of this agreement, it will abide by the data subject's decision to: i) subject the matter to mediation before and independent mediator; ii) file a complaint before the AGENCY OF ACCESS TO PUBLIC INFORMATION; and iii) bring the matter before the argentine courts.
- b) The parties agree that the data subject's options will not hinder the data subject's substantive or procedural rights to obtain compensation in accordance with any other national or international regulations.

Section 9) Cooperation with the controlling authorities

- a) The parties agree that the controlling authority is entitled to audit the data importer or any data subcontractor, to the same extent and under the same conditions that it could audit the data exporter under Law No. 25,326, and must put their data processing facilities at its disposal. The audit may be conducted by personnel from the controlling authority, by qualified third parties designated by the controlling authority or by local authorities with similar responsibilities in collaboration with the controlling authority.
- b) The data importer will immediately inform the data exporter if the legislation that applies to it or to any subcontractor does not allow audits to be conducted on the data importer or the subcontractors.

Section 10) Data sub-processing

- a) The data importer will not subcontract any data processing conducted on behalf of the data exporter without the data exporter's prior written consent. If the data importer subcontracts its obligations it must execute a written agreement with the subcontractor in which the subcontractor undertakes the same obligations as the data importer, insofar as they are compatible, in connection with the data exporter, the data subject, the controlling authority or third party beneficiaries. If the subcontractor cannot comply with its data protection obligations under such a written agreement, the data importer will still be liable before the data exporter for the compliance of the data subcontractor's obligations under such agreement.

- b) The prior written agreement between the data importer and the subcontractor will contain a third party beneficiary provision that will include the case in which the data subject cannot file a claim for compensation as described in point a) of section 6 against the data exporter or the data importer because both cannot be found, have ceased to legally exist or have become insolvent, and no successor entity has undertaken all the legal obligations of the data exporter or the data importer due to an agreement by operation of law. The civil liability of the data subcontractor will be limited to its own data processing operations in accordance with the terms of this agreement.
- c) The provisions regarding data protection in case of data sub-processing will be subject to Argentine law. This requirement may be met by a contract between the data importer and the data subcontractor in which the data subcontractor cosigns the present agreement.
- d) The data exporter will keep a list of any data sub-processing agreements executed by the data importer, which it will update at least once a year. The list will be at the disposal of the controlling authority.

Section 11) Termination of the agreement

- a) If the data importer infringes its obligations under the provisions of this agreement, the data exporter must temporarily suspend the transfer of personal data to the data importer until the infringement is corrected within the time frame provided by the data exporter taking into account the severity of the situation, and notifying such situation to the controlling authority.
- b) The agreement shall be terminated, and must be declared terminated by the data exporter with the prior intervention of the controlling authority, if: i) the personal data transfer to the data importer has been temporarily suspended by the data exporter for more than THIRTY (30) calendar days as provided by point a); ii) compliance by the data importer of the terms of this agreement and the applicable law are contrary to the legal or regulatory provisions of the country of import; iii) the data importer substantially or persistently infringes any guarantee or undertaking contained in this agreement; iv) there is a firm and definite decision, which cannot be appealed before any Argentine court or before the AGENCY OF ACCESS TO PUBLIC INFORMATION, which establishes that the data importer or the data exporter have infringed this agreement; or v) the data exporter, notwithstanding the exercise of any other right that it may have against the data importer, may terminate this agreement when: the judicial administration or liquidation of the data importer is requested and such request is not dismissed within the period established by the applicable law; the liquidation or bankruptcy of the data importer is declared; an administrator is named for any of the data importer's assets; the data importer files for a judicial reorganization procedure; or the data importer is in any equivalent situation in any jurisdiction. In the cases foreseen by points i), ii) or iv) the data importer may also terminate the agreement, without the prior intervention of the controlling authority.
- c) The parties agree that the termination of this agreement for any reason will not exempt them from complying with the obligations and conditions regarding the transferred personal data.

Section 12) Obligations upon termination of the personal data processing services

The parties agree that, once the personal data processing services conclude for any reason, the data importer and the data subcontractor must, at the data exporter's discretion, either return all the transferred personal data and any copies, or destroy them completely and certify this destruction before the data exporter, unless the legislation which applies to the data importer prevents the return or total or partial destruction of the transferred personal data, in which case it must verify that such conservation term does not violate the applicable data protection principles, and notify the controlling authority if it does.

SCHEDULE A
DESCRIPTION OF THE TRANSFER AND SERVICES

Data exporter

The data exporter is a technology service provider specialized in the financial services industry.

Data importer

The data importer is a tokenization service provider for the payments industry.

Data subjects

The transferred personal data relates to the following data subject categories: credit card holders.

Data characteristics

The transferred personal data relates to the following personal data categories: Financial information including payment card detail, and primary account number.

Treatment and purpose

The transferred personal data will be subject to the following treatment and purposes: personal data will be stored in a secure vault and shall be encrypted ("tokenized") for its safe and dissociated use within the payment system.