ORDER FORM #Q-04451

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

To: Mounir Chitour
Customer Legal Name: Moondeck Ltd
Tax ID: 15353728
Billing Address: 20-22 Wenlock Road, London, UK,
N1 7GU, UK
Sales Rep: Drew Assinessi

Order Form Issued: September 25, 2024

Offer Valid Until: September 27, 2024

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 Spreedly Terms of Service located at https://www.spreedly.com/terms-of-service ("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 Terms of Service or in the Documentation.

    1. <u>Term</u>. 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".

    2. <u>Platform Fees</u>. 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 available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee: API Usage Fee: $0.10 per API call	$9,000.00
Advanced Vault - see table 2	$3,750.00
Business Support	Included
Committed Annual Fees	**$12,750.00**

    3. <u>API Usage Fees</u>. In addition to the Annual Platform Fee, Spreedly will bill Customer an "API Usage Fee" monthly in arrears at a rate of $0.10 per API call to the Spreedly Platform.

    4. <u>Renewal Fees</u>. 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. The Annual Platform Fee and the API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

    5. <u>Advanced Vault</u>. 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 2 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 2			
Tier	# of Payment Methods	Monthly Fee Per Method	Minimum Monthly Fee
1	0 – 149,999	$0.0250	
2	150,000 – 1,499,999	$0.0225	$500.00
3	1,500,000 +	$0.0200	

If this Order Form becomes effective on or before September 27, 2024, Spreedly will apply a one-time discount of $2,250.00 to the fees for Advanced Vault applied in equal installments of $500.00 to the invoices for the first quarter'sfees and $250.00 to the invoices for the second quarter's fees. If in any given month, the total fees for Customer's enrolled payment methods increases by more than that month's discount installment over the fees for prior month, this discount will be immediately discontinued.

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.

6. <u>Support Services</u>. Customer has selected Business 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.

7. <u>Payments</u>. Customer will pay the Committed Annual Fees in equal monthly payments of $1,062.50. The first payment due within 30 days of Order Form Effective Date. Each subsequent monthly payment will be due and payable 30 days after the applicable invoice date.

Customer will pay the applicable fees for Advanced Vault monthly in arrears. All Fees are due and payable within 30 days of the invoice date are subject to the terms prescribed in the Terms of Service.

All payments are subject to the terms prescribed in the Terms of Service. Customer will pay all amounts due by credit card on file with Spreedly. Customer authorizes Spreedly to immediately charge the Committed Annual 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.

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]

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.   **Moondeck Ltd**

By: By:

Name: Name:

Title: Title:

Date: Date: