

STATEMENT OF WORK**Paysafe Integration**

This Statement of Work ("SOW"), dated as of June 30, 2021, (the "SOW Effective Date") is being entered into by and between Paysafe Financial Services Limited ("Paysafe" or "Customer") and Spreadly Inc., a Delaware corporation ("Spreadly"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Professional Services Agreement.

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

a. Spreadly will build a new direct API integration to Paysafe's REST API in order to support card and digital wallets payment (Apple Pay and Google Pay) processing on the Spreadly platform for Paysafe. The integration will standardly support the following payment operations:

P1

- (i) Authorize, Capture, and Purchase - <https://developer.paysafe.com/en/cards/api/#reference/0/authorizations>
- (ii) 3DS2 - <https://developer.paysafe.com/en/3d-secure-2/api/>
- (iii) Refund - <https://developer.paysafe.com/en/cards/api/#reference/0/refunds>
- (iv) Verify - <https://developer.paysafe.com/en/cards/api/#reference/0/verifications>
- (v) General Credit - <https://developer.paysafe.com/en/cards/api/#reference/0/standalone-credits>
- (vi) Third Party Vaulting - <https://developer.paysafe.com/en/vault/api/>
- (vii) Credit - <https://developer.paysafe.com/en/cards/api/#reference/0/original-credits>

P2

- (viii) Airline Addendum Data - <https://developer.paysafe.com/en/cards/api/#introduction/complex-json-objects/acquirerresponse>
- (ix) Apple Pay and Google Pay Wallet Support – (Apple Pay) <https://developer.paysafe.com/en/rest-apis/apple-pay/> - (Google Pay) - <https://developer.paysafe.com/en/rest-apis/google-pay/overview/>
- (x) Split Payments - <https://developer.paysafe.com/en/cards/api/#introduction/complex-json-objects/splitpay>
- (xi) Direct Debit/EFT (CAD)/ACH (US) /SEPA (EU) /BACS (UK)- <https://developer.paysafe.com/en/rest-apis/direct-debit/getting-started/introduction-to-direct-debit-payments/>
- (xii) Ticketing Addendum data - WIP

ii. **Key Milestones & Deliverables:**

- o Add Paysafe card payment functions (Authorize, Capture, Purchase, Refund, Verify, Credit, Third Party Vaulting, Airline Addendum Data) to Spreadly's active merchant open source library and merge Paysafe card payment functions (Authorize, Capture, Purchase, Refund, Verify, Credit, Third Party Vaulting, Airline Addendum Data) from Active Merchant to Spreadly core platform, deploy in production, and launch Paysafe as a Supported Gateway on Spreadly including publishing integration documentation at docs.spreadly.com and adding Paysafe to the Supported Gateways list at spreadly.com
- o Add Paysafe 3DS, Google Pay, and Apple Pay functions to Active Merchant open source library, merge to Spreadly Core platform, deploy in production, and publish additional functionality in Spreadly documentation. Perform certification test transactions and provide Paysafe with test results.

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

- Make API documentation available, if not public.
- Provide access to a Sandbox environment
- Designate a primary technical point of contact and provide access to technical support resources as needed
- Provide test scripts for transaction certification, card types to be used, and test card numbers if applicable.

- iv. **Duration of SOW.** 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 Paysafe in accordance with clause vii below..
- 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 ten (10) to twelve (12) weeks.
- vi. **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Paysafe shall pay to Spreadly \$35,000.00 invoiceable upon execution of this SOW.
- vii. **Acceptance Testing and Rejection.**

a. On and from the completion of the Services, Spreadly shall provide written notification of the completion of Services to Paysafe. Paysafe may require Spreadly to carry out acceptance tests of the Services to ensure the Service integration (i) meets the specification requirements of the Paysafe REST API; and (ii) has been completed in a operable condition satisfactory to Paysafe ("Acceptance Test"). If Paysafe requires an Acceptance Test, Paysafe will have five (5) business days from notification of the completion of Services by Spreadly to notify Spreadly of the acceptance requirement and to provide the Acceptance Test requirements, test scripts, and certification process details described in vii.b-d.

b. Parties agree the Services shall not be deemed accepted until the completion of such Acceptance Test or inspections to the satisfaction of Paysafe.

c. Spreadly shall conduct the Acceptance Test in accordance with the test script(s) provided by Paysafe which shall be used to reasonably determine the Services complies with the Paysafe REST API and guidelines appropriately.

d. The test scripts shall determine (but not limited to) the following factors, which shall continue to be followed after any certification by Paysafe of the Services:

- (i) the integration has been correctly integrated in accordance with the Paysafe REST API and any documentation, guidelines, best practices, and other material provided by Paysafe;
- (ii) common integration mistakes are eliminated;
- (iii) on completion of testing and results of test transactions provided to Paysafe it is determined that:
 - (1) pending transactions are correctly cancelled;
 - (2) processed transactions for all transaction types are correctly settled; and
 - (3) other integrated functions are correctly functioning.

e. Spreadly shall return the results of such Acceptance Test to Paysafe within five (5) Business Days of the completion of the Services following which Paysafe shall validate the results of such Acceptance Test.

f. In the event Paysafe is satisfied with the results of such Acceptance Test, Paysafe shall notify Spreadly of Paysafe's certification and accreditation of the Services ("Approval").

g. In the event Paysafe is not satisfied with the results of such Acceptance Test, Paysafe shall notify Spreadly of the reasons for the non-acceptance of the Services and any remedial action to be taken by Spreadly.

h. Spreadly shall remedy any deficiencies identified by Paysafe and repeat the Acceptance Test within a reasonable time as specified by Paysafe to ensure that the deficiencies are rectified and re-submitted to Paysafe for acceptance.

i. If subsequent Acceptance Tests are unsuccessful and Spreadly fails such Acceptance Tests, Paysafe may either (i) request further repeat tests; or if Spreadly is unable to rectify the deficiencies identified within fourteen (14) days from the date of failure of the Acceptance Test(s) (ii) reject the Services as non-compliant and terminate the Agreement.

viii. **Termination.**

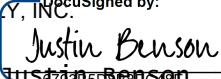
a. Either Party is entitled to terminate this SOW at any time by providing thirty (30) days written notice to the other Party, except as otherwise provided in the SOW. Termination of this SOW automatically causes simultaneous termination of all SOWs and/or change orders hereto. During the above notice period Paysafe 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 Professional Services Agreement and/or relevant change orders.

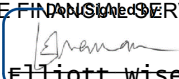
b. Upon termination of this SOW, Paysafe shall be obliged to pay, within thirty (30) days of the effective date of termination, all undisputed fees and expenses in accordance with the terms of this Agreement and/or any change order for the Services provided up to the effective date of such termination.

- ix. **Incorporation of Terms.** All other terms and conditions of the Professional Services Agreement will apply to this SOW.

[SIGNATURES ON FOLLOWING PAGE]

Authorized representatives of the parties hereby agreed to and accept the terms of this SOW #1 effective as of the SOW Effective Date.

SPREEDLY, INC.
By: 
Name: Justin Benson
Title: CEO

PAYSAFE FINANCIAL SERVICES LIMITED
By: 
Name: Elliott Wiseman
Title: Director