



## AMENDMENT 2 TO SERVICE AGREEMENT

This Amendment ("**Amendment**") is effective as of the last date of signing below ("**Amendment Effective Date**"), pursuant to the Service Agreement, dated as of July 23, 2019 (as amended prior to the date hereof, the "**Agreement**"), between Spreedly, Inc., a Delaware corporation having its principal place of business at 300 Morris St STE 400, Durham, NC 27701 ("**Spreedly**", "**we**" or "**us**") and IM PRO MAKEUP NY L.P., a New York corporation having its principal place of business at 110 Greene Street, Suite 305, New York, NY 10012 ("**Customer**" or "**you**"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

### The parties hereby agree as follows:

1. **Exhibit A** shall be amended to include the Account Updater pricing and terms (listed below):

Customer shall pay Spreedly the initial Account Updater Fee Prepayment of \$6,300, which includes the following:

Account Updater Pricing Table	
Rate per Successfully Updated Card	\$0.18
Quantity of Pre-purchased Card Updates	35,000
<b>Account Updater Fee Prepayment</b>	<b>\$6,300</b>

Customer has elected to participate in Spreedly's Account Updater program (see <https://www.spreedly.com/terms> Section 3 "The Card Account Updater" for terms), at a cost of \$0.18 per successfully updated card. Customer shall prepay \$6,300 for use of the service, and that fee shall be debited each time the account updater service is performed and fees are accrued. Customer shall be invoiced an additional \$6,300 only when the remaining balance falls below \$630.. Customer may submit payment via ACH or wire transfer within 7 days of invoice receipt. Customer may cancel participation in the Account Updater program at any time via written notification emailed to [succes@spredly.com](mailto:succes@spredly.com). Pricing for the Account Updater service may change at any time, based on the card networks and/or Spreedly's third party service provider. Should a price change occur, Spreedly will give Customer ninety days notification of the impending change.

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 governmental, fiscal or other authority save as required by law. If Customer is compelled to make any such deduction, it will pay Spreedly such additional amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction.

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  
 Spreedly, Inc.  
 300 Morris St STE 400  
 Durham, NC 27701  
 USA

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

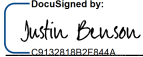
2. **Representations.** Each party to this Amendment represents and warrants to the other that (i) it possesses the legal right and corporate power and authority to enter into this Amendment and to fulfill its obligations hereunder; and (ii) its execution, delivery and performance of this Amendment will not violate the terms or provision of any other agreement, contract or other instrument, whether oral or written, to which it is a party.

3. No Other Consents; Conflicting Terms. Except as expressly set forth in this Amendment, the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment will govern the relationship between the parties.
4. Governing Law. This Amendment shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions).
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic format (e.g., "pdf" or "tif" file format) shall be effective as delivery of a manually executed counterpart of this Amendment.
6. Incorporation of Miscellaneous Provision. Section 19 of the Agreement shall apply hereto as if fully set forth herein, *mutatis mutandis* (it being understood that references therein to "this Agreement" shall be deemed references to "this Amendment").


**[SIGNATURES ON FOLLOWING PAGE]**

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

**Spreadly, Inc.**

By:   
Name: Justin Benson  
Title: CEO  
Date: 7/29/2020

**Customer: IM PRO MAKEUP NY L.P**

By:   
Name: Amit Mor  
Title: CSO  
Date: 7/29/2020