



STATEMENT OF WORK # Q-04507

Spreedly, Inc.

300 Morris Street
Suite 400
Durham, NC 27701

To: Tomas Di Pierro

Date Issued: October 8, 2024

Customer Legal Name: Banco Santiago del Estero

Tax ID: 33-68666464-9

Billing Address: Avenida Belgrano Sur 529, Santiago del Estero,
Santiago del Estero, G4200, Argentina

Sales Rep: Jose Loo

This Statement of Work ("SOW") 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 "SOW Effective Date") and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this SOW, "Agreement" means the signed services agreement currently in force between the Parties, or, in the absence of a separate agreement, 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 SOW, this SOW will govern. Capitalized terms used but not defined in this SOW have the meanings set forth in the Agreement or in the applicable documentation at <https://developer.spreedly.com/>.

1. Services and Deliverables. Spreedly will provide the following Professional Services in accordance with the specifications set out in this SOW:

| Task | Fee Type | Fee |
|--------------------|----------|--------------------|
| New Card Type | Flat | \$20,000.00 |
| Custom Development | Flat | \$5,040.00 |
| | | \$25,040.00 |

Spreedly will provide the following Professional Services in accordance with the specifications set out in this SOW:

Spreedly will build support for the card payment method Tarjeta SOL:

- New cards will have the following requirements:
- BIN 504639
- Length: 16
- Luhn algorithm adherence
- 3 digit CVV
- New cards added to Spreedly's vault will be marked with this new identification and not "maestro"

Spreedly will communicate with all customers impacted notifying them of this change. Spreedly will update currently vaulted cards to this new identification, unless expressly asked not to by a customer.

2. Spreedly Responsibilities. Spreedly will:

- 2.1. Add new payment method to Spreedly's Active Merchant open-source library.
- 2.2. Merge new payment method to Spreedly's core transaction services and deploy to production.

(a) The Spreedly iframe has scheduled releases. Support for this feature will be released in accordance with those rules as described in the documentation located at: <https://docs.spreedly.com/guides/adding-payment-methods/iframe/#scheduled-releases>.



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- 2.3. Test that the new payment method against the selected gateway.
- 2.4. Publish the applicable documentation at <https://developer.spreedly.com/>.

3. Customer Responsibilities. In support of the Professional Services, Customer agrees to:

- 3.1. Furnish any materials, documentation, and resources, including introductions to any third parties, necessary for Spreedly to perform the Professional Services.
- 3.2. Reasonably assist Spreedly in the performance of the Professional Services and ensure that the assigned Customer personnel have the necessary skills, knowledge, and experience to oversee the Professional Services.
- 3.3. Make code level changes within Customer systems to implement the functions provided herein.
- 3.4. Test the results of the Professional Services and Deliverables in accordance with the specifications and acceptance testing process specified in this SOW.

Spreedly is not responsible or liable for any delay or failure of performance arising in whole or in part by Customer's delay in performing, or failure to perform, any of its responsibilities under this SOW or the Agreement.

4. Duration. This SOW will commence on the SOW Effective Date and will continue until the Deliverables as described herein have been accepted by Customer.

5. Estimated Timeline. The project work will commence within 2 to 4 weeks of the SOW Effective Date and last for approximately 10 to 16 weeks. Work cannot be completed until a set notice period (usually 60 days) have passed after communication to the customer base. The Professional Services will be performed during Spreedly's normal business hours (9:00am-5:00pm EST) and workdays Monday through Friday excluding US holidays.

6. Acceptance. When Spreedly has identified the Professional Services under this SOW as completed, Spreedly will provide written notification (email acceptable) to Customer. Customer will have 10 business days (the "Acceptance Period") in which to determine if the Deliverables conform to the specifications in this SOW. Customer will be deemed to have accepted the Deliverables unless, prior to the expiration of the Acceptance Period, Customer provides Spreedly with a detailed written description of each alleged non-conformance. In such an event, Spreedly will either confirm the non-conformance and commence work on making corrections or inform Customer that Spreedly does not agree that a non-conformance exists and provide Customer with a written explanation for Spreedly's conclusion. Each Party will provide reasonable assistance and information to one another to assist in resolving any disputes regarding Deliverables.

7. Payment Terms. In consideration for the performance of the Professional Services under this SOW, Customer will pay Spreedly \$25,040.00 payable in full prior to the commencement of Professional Services by Spreedly.

Customer may elect to pay all amounts due under this SOW either by:

- (a) ACH payment or wire transfer to the following account:

Receiver: Webster Bank
 ABA/Routing #: 211170101
 SWIFT Code: WENAUS31
 Beneficiary: 0024760830
 Spreedly, Inc.
 300 Morris Street, Suite 400
 Durham, NC 27701
 USA

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

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.

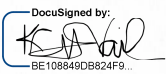
[Signatures on Next Page]



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The Parties have executed this SOW by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreedly, Inc.

By: A DocuSigned signature box containing a handwritten signature and the text "DocuSigned by: Nellie Vail" and "BE108849DB824F9..."

Name: **Nellie Vail**

Title: **CFO**

Date: **11/15/2024**

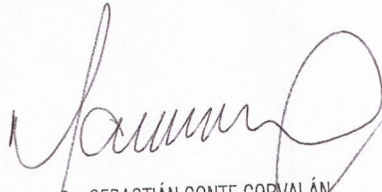
Banco Santiago del Estero

By:

Name:

Title:

Date:


CR. SEBASTIÁN CONTE CORVALÁN
GERENTE GENERAL
BANCO SANTIAGO DEL ESTERO S.A.
18/11/2024