CONFIDENTIAL

ORDER FORM #Q-09934

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

To: Richard Wong
Customer Legal Name: Deep Codify Limited
Tax ID: BRN: 69797440
Billing Address: 14/F, Peak Castle No. 476 Castle
Peak Road Cheung Sha Wan, NA, NA, HK
Sales Rep: Danish Siddiqui

Order Form Issued: April 24, 2025

Offer Valid Until: April 30, 2025

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. effective as of the last day it is signed ("Order Form Effective Date") and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, "Agreement" means 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 Order Form, the Order Form will govern. Capitalized terms used but not defined in this Order Form have the meanings set forth in the Agreement or in the Documentation.

1. <u>Term</u>. The Initial Term of this Order Form is 24 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 gateway Supported Payment Methods; and
-   all currently available Payment Method Distribution receiver endpoints.

Table 1		
	Year 1	Year 2
Annual Platform Fee:	$18,000.00	$19,080.00
API Usage Fee:	$131,600.00	$131,600.00
Included API Calls – 18,800,000		
Cost per API Call – $0.014		
3D Secure – Pay as you Go	$720.00	$720.00
Cost per authentication call - $0.15		
Business Support	Included	Included
Committed Annual Fees	**$150,320.00**	**$151,400.00**

3. <u>API Usage Fees</u>. In addition to the Annual Platform Fee, Customer is pre-purchasing 18,800,000 API calls to the Spreedly Platform at a cost of $0.01400 per call ("API Usage Fee") to be utilized during the Initial Term. Customer will be invoiced for 9,400,000 API calls in the first Contract Year and 9,400,000 API calls in the second Contract Year. If Customer exceeds 18,800,000 API calls in the Initial Term, Spreedly will charge Customer monthly in arrears at the then-current list pricing for API calls.

4. <u>3D Secure</u>. Customer will receive 400 3DS authentication requests through the Platform per month included as part of the monthly fee of $60.00 for 3DS enablement. Additional 3DS authentication requests will be charged

monthly in arrears at a rate of $0.15 per Transaction.

Spreedly enables 3DS authentication through the Platform as outlined in the documentation at https://developer.spreedly.com/docs/3ds-solutions. Customer is solely responsible for complying with all applicable payment regulations, card network rules, and merchant obligations related to 3DS. Any chargebacks, authentication errors, or transaction failures must be resolved directly with the relevant financial institutions or service providers. Spreedly is not liable for unauthorized transactions, chargebacks, or fraudulent activities occurring despite the use of 3DS.

5. <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 usage (if any). The Annual Platform Fee and the API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

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 installments. Additional API Usage Fees and 3D Secure (if any) are invoiced monthly in arrears at the rates stated in this Order Form. All Fees are due and payable within 30 days of the invoice date and are subject to the terms prescribed in the Terms of Service.

Customer may elect to pay all amounts due under this Order Form 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

or

(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]

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.

By: [signature]
C9132818B2F844A...

Name: justin@spreedly.com

Title: CEO

Date: 4/25/2025

Deep Codify Limited

By: *Richard Wong*
F332D44EF0A240A...

Name: Richard Wong

Title: General Manager

Date: 4/25/2025