



CONSENT TO AMEND SERVICE AGREEMENT

This Consent ("Consent") is given pursuant to the Service Agreement, dated as of April 30, 2016 (as amended prior to the date hereof, the "**Agreement**"), among Spreedly, Inc., a North Carolina corporation having its principal place of business at 733 Foster Street, Suite 100, Durham, NC 27701 ("**Spreedly**", "**we**" or "**us**") and Pin Payments, an Australian corporation having its principal place of business at LVL1 68 St Georges Terrace, Perth, WA 6000 ("**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. Consent. Pursuant to Exhibit A of the Agreement, the parties agree to the amended terms as follows effective April 30, 2017:

Customer shall pay Spreedly \$127,584 for 12 months of service ("**Base Annual Fee**"), which shall entitle Customer to the following for the duration of the Term:

Maximum number of endpoints	Maximum number of stored payment methods	Maximum number of monthly transactions	Stored payment method monthly overage fee	Transaction monthly overage fee
unlimited	1,500,000	100,000	\$900 per 150,000 card block	\$132 per 100,000 transaction block

Spreedly shall invoice Customer for each subsequent quarterly payment 30 days prior to the three, six and nine month anniversaries of the Effective Date (a "**Quarterly Renewal Date**"), with such amount due and payable prior to the relevant Quarterly Renewal Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term shall be invoiced 30 days prior to the anniversary of the Effective Date ("**Annual Renewal Date**") and shall be due and payable prior to the Annual Renewal Date.

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

- (a) by wire transfer to the following account:
Receiver: Silicon Valley Bank
ABA/Routing #: 121140399
Beneficiary: 3301451580
Spreedly, Inc.
733 Foster Street
Durham, NC 27701
USA

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

2. Representations. Each party to this Consent represents and warrants to the other that (i) it possesses the legal right and corporate power and authority to enter into this Consent and to fulfill its obligations hereunder; and (ii) its execution, delivery and performance of this Consent 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 Consent, the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the terms of this Consent and the Agreement, this Consent will govern the relationship between the parties.
4. Governing Law. This Consent shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions).
5. Counterparts. This Consent 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 Consent 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 Consent.
6. Incorporation of Miscellaneous Provision. Section 15 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 Consent").

[SIGNATURES ON FOLLOWING PAGE]

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

Spreedly, Inc.

By: _____

Name: Justin Benson

Title: CEO

Date: March 28th, 2017

Customer: Pin Payments

By: _____

Name: Grant Bissett

Title: Managing Director

Date: 28th March 2017