



## AMENDMENT TO SERVICE AGREEMENT

(Converting to Order Forms)

This Amendment (the “**Order Form Amendment**”) is effective as of March 20, 2023 (the “**Amendment Effective Date**”), pursuant to the Service Agreement, dated December 20, 2019 (the “**Agreement**”), between Spreedly, Inc., (“**Spreedly**”) and OANDA (Canada) Corporation ULC, (“**Customer**”). Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Agreement.

Pursuant to Section 19 of the Agreement the parties hereby agree as follows:

1. Notwithstanding anything to the contrary in the Agreement, Customer may identify to Spreedly from time to time any Affiliate that is entitled to exercise the rights of Customer set forth in the Agreement on behalf of itself, the Customer, or any other Affiliate of Customer, including, but not limited to, the right to use the Service, subject to the terms of the Agreement. If the Agreement shall be applicable to an Affiliate, Customer must submit the name of such Affiliate to Spreedly. As of the Amendment Effective Date, Customer submits the names of its Affiliates to Spreedly attached hereto as Schedule B. CUSTOMER SHALL ASSUME ALL RESPONSIBILITY FOR AND WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS SPREEDLY AGAINST ANY ACTION OR INACTION BY AN AFFILIATE AS IF SUCH ACTION OR INACTION WERE THAT OF CUSTOMER, AND CUSTOMER AND ITS AFFILIATE(S) SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL ACTIONS AND/OR INACTIONS OF THE OTHER(S). All of the rights and licenses granted to, and all obligations of, Customer under the Agreement will apply to such Affiliate(s) to the same extent as applicable to Customer. For the avoidance of doubt, any Affiliate of Customer that is not identified by Customer to Spreedly under this provision shall not be entitled to exercise the rights of Customer set forth therein, and Customer shall ensure that no such Affiliate utilizes the Service. The Customer may delegate any of its responsibilities, obligations or duties under or in connection with this Agreement to any Affiliate of Customer or an authorized third-party agent, which may discharge those responsibilities, obligations or duties on behalf of the Customer in accordance with this Agreement. For purposes of this section, the term “**Affiliate**” shall mean, with respect to Customer, another entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with it, where control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of another entity, whether through the ownership of voting securities, by contract, or otherwise.
2. Section 6 and the corresponding pricing Exhibit A is hereby deleted in its entirety and replaced with the following:

### 6 Fees and Payment.

- a. Fees. Customer will pay to Spreedly the fees and charges described in each Order Form entered into by Customer and Spreedly (the “Fees”) in accordance with such Order Form and this Section 6. All purchases are final, all payment obligations are non-cancelable and (except as otherwise expressly provided in this Agreement or in the applicable Order Form) all Fees once paid are non-refundable.

“Order Form” means each order executed by Customer and Spreedly (in a form substantially similar to the Schedule A) that references this Services Agreement. All terms and conditions set forth in this Agreement are automatically incorporated in and deemed part of each such Order Form. Unless otherwise stated in the applicable Order Form, its terms and conditions of any are independent of, and have no impact upon the provisions of any other Order Form.

- b. Taxes. All payments to be made under this Agreement will 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 government, fiscal or other authority, save as required by law. If Customer is compelled to make any such deduction, Spreedly will be entitled to “gross-up” the applicable fees in such amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction.
- c. Payment. Customer will make all payments in US dollars. Unless otherwise set forth in an applicable Order Form, all invoiced amounts are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information and notifying Spreedly of any changes to that information.
- d. Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available under this Agreement, 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.



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3. As of the Amendment Effective Date, all other references in the Agreement to Exhibit A will refer to the pricing under the applicable Order Form.
4. 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.

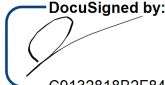
[Signatures on Next Page]



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

**Spreedly, Inc.**

By:  \_\_\_\_\_  
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Name: Justin Benson

Title: CEO

Date: 3/20/2023

**OANDA (Canada) Corporation ULC**

By: Kevin Ryan

Name: Kevin Ryan

Title: Director

Date: 3/20/2023

**SCHEDULE A****ORDER FORM [#]**

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

**To:**  
**Customer Legal Name:**  
**Tax ID:**  
**Billing Address:**  
**Sales Rep:**

**Order Form Issued:**

**Offer Valid Until:**

This Order Form 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 "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 enterprise services agreement (an "ESA") currently in force between the Parties.

In the event of any conflict between the terms of the Agreement and this Order Form, this 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) Order Form Term**

**2) Platform Fees:**

**3) API Usage Fees:**

**4) Account Updater:**

**5) Payments:**

Customer may elect to pay all amounts due under this Agreement 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.

**SAMPLE ONLY DO NOT SIGN**



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## **SCHEDULE B**

### **List of Affiliates**

1. OANDA Corporation
2. OANDA Europe Limited
3. OANDA Europe Markets Ltd