STATEMENT OF WORK

Checkout.com increased Functionality

This Statement of Work ("SOW"), dated 20th day of May 2022, (the "SOW Effective Date") is being entered into by and between **Checkout Ltd** ("Company") and **Spreedly, Inc.**, a Delaware corporation ("Spreedly"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Professional Services Agreement.

- **Description of Services and Work Product:** Spreedly will perform the following Services under this SOW:

    1. Spreedly will add support for Apple Pay and Google Pay on Checkout.com gateway integration
    2. Spreedly will add support for General Credit on Checkout.com gateway integration
    3. Spreedly will develop the following in support of Checkout.com's new platform NAS
        a. Gateway specific fields (GSFs)
            i. authorization_type
            ii. processing_channel_id
            iii. exemption
                1. **For use with 3DS**
            iv. challenge_indicator
                1. **For use with 3DS**
            v. capture_type

        b. Ability to use OAuth authentication
        c. Ability to perform incremental authorizations using GSFs described in 3.a, above
        d. Ability to perform partial captures using GSFs described in 3.a, above

- **Key Milestones & Deliverables:**
    - Add GSFs, OAuth authentication to Spreedly's Active Merchant library
    - Merge to the Spreedly Core Platform, and launch in production
    - Add support for partial authorization and partial capture to Spreedly's Active Merchant Library
    - Merge to the Spreedly Core Platform, and launch in production
    - Add support for GooglePay and Apple Pay to Spreedly's Active Merchant Library
    - Merge to the Spreedly Core Platform, and launch in production
    - Add General Credit to Spreedly's Active Merchant Library
    - Merge to the Spreedly Core Platform, and launch in production
    - Publishing updated documentation at docs.spreedly.com

- **Client Obligations:** In support of the Services that shall be provided by Spreedly hereunder, Company shall fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:
    - Provide Spreedly access to Customer partner contact in order to establish a Sandbox environment, documentation, and designated technical point of contact.
    - Make resources available for testing and review of deliverables in a timely manner
    - Test and accept work product in a timely manner

- **Duration of Statement of Work.** This SOW shall commence on the SOW Effective Date and shall continue until the work product and deliverables as described above have been accepted by Customer in writing (the "SOW Initial Term").

- **Timeline.** The project work will commence within two (2) to four (4) weeks of the SOW Effective Date and last for an estimated duration of approximately four (4) to six (6) weeks.

- **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Company shall pay to Spreedly $28,800.00 invoiceable upon execution of this Statement of Work.

- **Acceptance.** When Spreedly has identified a Statement of Work as completed, Spreedly shall provide written notification (electronic or otherwise) to Company of the completion. Company shall have 30 days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the Statement of Work. Company shall be deemed to have accepted the deliverable(s) unless, prior to the expiration of the Acceptance Period, Company provides Spreedly with a written notice to the effect that one or more of the deliverables fails to conform to the acceptance test. In the event deficiencies are reported by Company during the Acceptance Period, Spreedly will supply the appropriate personnel to investigate, and correct, if necessary, non-conformities within 30 days from the date of the correction of identified non-conformities.

- **Termination.**

    - Either Party is entitled to terminate this SOW at any time by providing thirty (30) days written notice to the other Party, except as otherwise provided in the Agreement. During the above notice period the Customer shall be

accountable for ensuring Spreedly Personnel with the Client Obligations and Spreedly shall continue providing the Services in a professional manner as agreed in the Agreement and/or relevant Change Orders.

o   Upon termination of this Agreement, the Customer shall be obliged to pay, within thirty (30) days of the effective date of termination, all undisputed fees and expenses in accordance with the terms of this Agreement and/or any Change Order for the Services provided up to the effective date of such termination.

●   **Incorporation of Terms.** All other terms and conditions of the Professional Services Agreement will apply to this Statement of Work.

[SIGNATURES ON FOLLOWING PAGE]

Authorized representatives of the parties hereby agreed to and accept the terms of this Statement of Work effective as of the SOW Effective Date.

SPREEDLY, INC.

By: _Justin Benson_
DocuSigned by:
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Name: Justin Benson

Title: CEO

Checkout Ltd

By: _Mike Benchimol_
DocuSigned by:
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Name: Mike Benchimol

Title: Director