



AMENDMENT 5 TO SERVICE AGREEMENT

This Amendment (“**Amendment**”) is effective as of the last date of signing below (“**Amendment Effective Date**”), pursuant to the Service Agreement, dated as of July 23, 2019 (as amended prior to the date hereof, the “**Agreement**”), between Spreedly, Inc., a Delaware corporation having its principal place of business at 300 Morris St, STE 400, Durham, NC 27701 (“**Spreedly**”, “**we**” or “**us**”) and IM PRO MAKEUP NY L.P., a New York Corporation having its principal place of business at 110 Greene Street, Suite 305, New York, NY 10012 (“**Customer**” or “**you**”). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

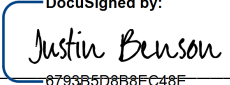
Pursuant to Section 19 of the Agreement the parties hereby agree as follows:

1. Effective January 1, 2022, the parties agree to revise the pricing terms by replacing Exhibit A under the Agreement (the “Original Exhibit A”) in its entirety with the revised Exhibit A which is attached here to (the “Amended Exhibit A”) and in consideration for such revisions the parties agree to extend the current Renewal Term of the Agreement through December 31, 2022. Thereafter, the Agreement shall automatically renew for successive one-year periods as provided under the Agreement unless either party has provided written notice of its intent to not renew the Agreement not less than sixty (60) days prior to the expiration of the then-current Term.
2. Customer agrees to purchase 6,000,000 additional API calls at a rate of \$.0025 per API call for a total of \$15,000, to be allocated to the January 1, 2021 to December 31, 2021 term. This \$15,000 purchase will be invoiceable upon the Amendment Effective Date.
3. Any credit owed to the Customer, based on fees paid for services not yet received under the Agreement, shall be applied to the first invoice following the Amendment Effective Date.
4. The Spreedly Service is available to any Customer Affiliate which process transactions through Customer’s existing account and service integration. “Affiliate” means any entity which directly or indirectly controls, is controlled by or is under common control with Customer.
5. 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.

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

Spreedly, Inc.

Customer: IM PRO MAKEUP NY L.P.

By: 
DocuSigned by: Justin Benson
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 Name: Justin Benson
 Title: CEO
 Date: 12/7/2021

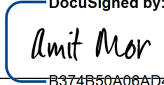
By: 
DocuSigned by: Amit Mor
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 Name: Amit Mor
 Title: CSO
 Date: 12/7/2021

EXHIBIT A

Pricing

Customer shall pay Spreedly \$322,000 for 12 months of service ("**Base Annual Fee**") which shall entitle Customer to the following for the duration of the Term:

Platform Fee:	\$250,000
Enterprise Assurance Agreement	Included
Existing Spreedly End Points	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD End Points	Included
API Usage Fee:	\$72,000
Included API Calls (Annual)	72,000,000
Base Annual Fee	\$322,000

In the event that the Customer's actual number of API calls exceeds the number included in the Base Annual Fee, Spreedly will charge Customer for additional API call usage in blocks of 3,000,000 API calls at a rate of \$3,000 per block. In the month of overage, Spreedly will estimate the number of API calls Customer will use through the end of the current annual term or next 3 months, whichever is shorter, and invoice Customer the appropriate number of API call blocks. The estimate will be based on the average of the previous two months' API call usage. In the event Customer's subsequent API call usage exceeds the total number of API calls purchased through added blocks before the end of the applicable Initial or Renewal Term, the same method will be used to charge Customer for additional blocks.

Network Tokenization Service

During the January 1, 2022 to December 31, 2020 term, the base annual fee will include access to Spreedly's network tokenization service, including the ability for Customer to provision, update and transact with network tokens with any new or previously stored payment methods supported by the service at no additional cost to Customer except for charges from the Card Associations or related third-party charges for network tokenization (if any) which will be passed through to Customer without markup. After the January 1, 2022 through December 31, 2022 term, Spreedly reserves the right to charge additional fees for the use of the network tokenization service at Spreedly's then current pricing. Spreedly will provide customer with at least 90 days prior notice of an impending increase in price for network tokenization.

Account Updater

Account Updater Pricing Table	
Cumulative Prepaid Update Volume	Cost Per Successfully Updated Card
0 - 1,499,999	\$0.18
1,500,000 – 2,249,999	\$0.16
> 2,250,000	\$0.15

Customer has elected to participate in Spreedly's Account Updater program at the pricing outlined in the preceding table. Pricing in the Account Updater Pricing Table is contingent on Customer maintaining an adequate prepaid balance to cover the charges in a given month. Should the calculated charge for a given month exceed the prepaid balance, the excess updates will be charged at a post payment rate of \$0.18 per update. Breakpoints in cost in the preceding table are achieved based on Customer's cumulative volume of updates over the duration of the Agreement. For example, Customer's cumulative update volume as of the drafting of this exhibit is 1,770,877, placing it in the \$0.16 pricing tier for pre-paid updates initiated after its effective date. Customer shall make an initial prepayment (the "Prepayment Installment") for use of the Account Updater service, and that Prepayment Installment shall be debited each time the account updater service is performed and fees are accrued. Customer shall be invoiced an additional Prepayment Installment only when the remaining balance falls below the established minimum balance (the "Minimum Prepaid Balance"). The initial Prepayment Installment shall be set at an amount equal to three months' average activity and will be recalculated as needed at the time of invoicing any additional

Prepayment Installment. The initial Minimum Prepaid Balance shall be set at \$18,000, and shall be recalculated to approximate an amount equal to one months' average activity as needed, but never to fall below \$18,000.00.

Enterprise Account Management

All enterprise accounts benefit from support prioritization and a named account manager.

Payment

Customer will pay the Base Annual Fee for the Initial Term in full within 15 days of the Effective Date. Spreadly will invoice each subsequent Base Annual Fee at least 60 days prior to the start of a subsequent Renewal Term which shall be due and payable prior to the start of such Renewal Term. Spreadly shall invoice customer as needed for additional API call blocks, and payment shall be due in full within 15 days of the invoice date. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

Fees do not include any taxes. If Spreadly is legally obligated to collect applicable taxes, such taxes shall be invoiced to and paid by Customer, unless Customer provides Spreadly with a valid tax exemption certificate authorized by the appropriate taxing authority.

All payments to be made under this Agreement shall 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, except as required by law. If Customer is compelled to make any such deduction, it will pay Spreadly such additional amounts as are necessary to ensure receipt by Spreadly of the full amount which Spreadly would have received but for the deduction.

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

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

Receiver:	Silicon Valley Bank
ABA/Routing #:	121140399
SWIFT Code:	SVBKUS6S
Beneficiary:	3301451580
	Spreadly, Inc.
	300 Morris St STE 400
	Durham, NC 27701
	USA

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