

STATEMENT OF WORK

Wompi Integration

This Statement of Work ("SOW"), dated as of 9/14/2021, (the "SOW Effective Date") is being entered into by and between Pasarela Colombia S.A.S 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.

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

a. Spreedly will build a new direct API integration to Bancolombia's Wompi REST API in order to support Card payment processing on the Spreedly platform for Customer. The integration will standardly support the following payment operations:

- (i) Authorize
- (ii) Capture
- (iii) Purchase
- (iv) Void
- (v) Refund

ii. **Key Milestones & Deliverables:**

- Phase One (70% SOW completion)
 - Estimated Delivery time: four (4) to six (6) weeks post project kickoff
 - Scope:
 - Add Wompi card payment functions for Purchase and Refund to Spreedly's Active Merchant open source library
 - Merge Wompi card payment functions Purchase and Refund to Spreedly Core Platform, deploy in Production, and launch Wompi as a Supported Gateway on Spreedly including publishing integration documentation at docs.spreedly.com and adding Wompi to the Supported Gateways list at spreedly.com
- Phase Two (30% SOW completion)
 - Estimated Delivery time: four (4) to six (6) weeks post feature delivery from Customer to Spreedly
 - Scope:
 - Add Wompi card payment functions for Authorize, Capture, and Void to Spreedly's Active Merchant open source library
 - Merge Wompi card payment functions Authorize, Capture, and Void to Spreedly Core Platform, deploy in Production

iii. **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:

- Make resources available for testing and review of deliverables in a timely manner.
- Provide Spreedly access to Customer partner contact in order to establish a Sandbox environment, documentation, and designated technical point of contact.
- Deliver technical features and functionality required to fulfill the obligations of the SOW in a timely manner.

iv. **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 or until December 31, 2021, whichever is the sooner of the two (the "SOW Initial Term").

v. **Timeline.** The project work will commence within two (2) to four (4) weeks of the SOW Effective Date and last until the entirety of deliverables described herein have been delivered and accepted by Customer.

vi. **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Customer shall pay to Spreedly \$25,000.00 invoiceable upon execution of this Statement of Work.

vii. **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 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, Spreadly 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.

viii. **Termination.**

a. Either Party is entitled to terminate this Agreement at any time by providing thirty (30) days written notice to the other Party, except as otherwise provided in the Agreement. Termination of this Agreement automatically causes simultaneous termination of all SOWs and/or Change Orders hereto. During the above notice period the Customer shall be accountable for ensuring Spreadly Personnel with the Client Obligations and Spreadly shall continue providing the Services in a professional manner as agreed in the Agreement and/or relevant Change Orders.

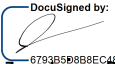
b. Upon termination of this Agreement, the Customer shall be obliged to pay, within thirty (30) days of the effective date of termination, all undisputed fees and expenses in accordance with the terms of this Agreement and/or any Change Order for the Services provided up to the effective date of such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

ix. **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**
Name: _____
Title: **CEO**

Pasarela Colombia S.A.S

By:  **ALEJANDRO TORO VILLA**
Name: _____
Title: **LIDER WOMPI**