

ORDER FORM #Q-0353

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

To: Nelson Cuervo
Customer Legal Name: Rappi, Inc.
Tax ID:
Billing Address: Calle 71a #14-36, Bogotá, Bogotá,
110221, Colombia
Sales Rep: Luke Evans

Order Form Issued: March 18, 2024

Offer Valid Until: March 31, 2024

This Order Form is entered into between the entity identified above as “Customer” and Spreedly, Inc. effective as of the last day it is signed and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, “Agreement” means the Services Agreement dated October 26, 2017 currently in force between the Parties.

In the event of any conflict between the terms of the Agreement and this Order Form, the 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. **Term.** This Order Form supersedes and replaces Order Form # 2 dated April 1, 2023. The Initial Term of this Order Form is 12 months, after which this Order Form will automatically renew for successive 12-month periods (each, a “Renewal Term” and, together with the Initial Term, the “Term”) unless either party has provided written notice of its intent to not renew not less than 60 days prior to the expiration of the then-current Initial or Renewal Term. Each 3 months of service is a “Contract Quarter”. Customer may terminate this Order Form, without cause, by providing Spreedly with not less than 90 days prior written notice.

2. **Platform Fees.** For each Contract Quarter, Customer will pay Spreedly the “Quarterly Platform Fee” in Table 1 which entitles Customer to access and use the services of the Spreedly Platform as set out in the applicable Documentation, including:

- access to Level 1 PCI Compliant Card Storage and Tokenization;
- connections to any of Spreedly’s Supported Gateway integrations;
- use of existing 3DS2 services and gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Quarterly Platform Fee:	\$120,000.00
API Usage Fee:	Included
Included API Calls – 75,000,000 (discounted - see section 3 for details)	
Advanced Vault	
Included payment methods - 3,000,000	Included
Premium Support	Included
Committed Quarterly Fees	\$120,000.00

3. **API Usage Fees.** In addition to the Quarterly Platform Fee, Customer is pre-purchasing 75,000,000 API calls to the Spreedly Platform each Contract Quarter to be utilized during the Initial Term. If Customer exceeds 75,000,000 API calls in any Contract Quarter, Spreedly will charge Customer monthly in arrears at the rate of \$0.00075 (“API Usage Fee”) for any additional API call more than the pre-purchase volume of 75,000,000.

Discounted API Usage Fee. Customer acknowledges that the pre-purchased API calls in Table 2 will be included in the Quarterly Platform Fee which is contingent on Customer's providing Spreedly with the prerequisites to enrolling the specified number of payment methods outlined in the schedule of payment methods in Advanced Vault (as described in section 5 below). If Customer fails to meet the milestones set out in section 5 and such failure is not the result of a failure by Spreedly to perform as set out in section 5, the API call rate will revert to \$0.02 per API call beginning on the day after failure to meet any milestone.

4. **Renewal Fees.** Except as otherwise agreed by the Parties in writing, this Order Form will automatically renew as described in Section 1 at the same committed API usage, and the Annual Platform Fee and API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

5. **Advanced Vaulting.** Customer has committed to enroll 3,000,000 payment methods in Spreedly's Advanced Vault service which are included in the Committed Annual Fees set out in Table 1.

Alternatively, Customer may elect to pre-purchase additional enrolled payment methods above 3,000,000 in blocks of 3,000,000 at a rate of \$0.0015 for a total cost of \$4,500.00. All pre-purchased enrolled payment methods expire at the end of Contract Year in which they were purchased.

Costs are exclusive of fees imposed by the card associations and/or third-party service providers (e.g. card updates, tokenization, etc.) which will be passed through to Customer and are subject to change at any time. For the avoidance of doubt, Customer will still be charged the third party fee each time a payment card is updated. Spreedly will make reasonable efforts to notify Customers in advance of changes in third party fees.

Table 2	
# of Payment Methods	Minimum Monthly Fee
0–3,000,000	Included Committed Quarterly Fees
3,000,000+	\$0.015 per payment method

Enrollment Milestones. To qualify for the discounted API Usage Fee in section 3, Customer has agreed to enroll at least 3,000,000 vaulted payment methods in Advance Vault on the following enrollment schedule:

Milestone	Completion Date
500,000 Payment Methods enrolled	May 1, 2024
1,500,000 Payment Methods enrolled	June 1, 2024
3,000,000 Payment Methods enrolled	July 1, 2024

The parties agree to take commercially reasonable efforts to reduce any software development work required for Customer to meet the minimum milestones. Customer will provide Spreedly with all prerequisites in order for Spreedly enroll Customer vaulted payment methods in the service (such as network tokens) and then Spreedly will be responsible for enrolling such payment methods without undue delay.

Spreedly will not unreasonably delay the enrollment in any way that would cause Customer to not meet the foregoing milestones. In the event Customer enrollment does not meet the milestones due solely to Spreedly delays, the enrollment milestones will be deemed to have been met and the discounted API Usage Fee will remain in place after July 1, 2024.

Notwithstanding the foregoing, in no event will Spreedly enroll more than 3,000,000 payment methods in Advanced Vault without Customer's prior written consent and Customer will not be charged Advanced Vault Fees for more than 3,000,000 payment methods unless Customer enrolls the additional payment methods themselves or authorizes Spreedly to do so in writing.

By using Advanced Vaulting, Customer agrees that any updates to payment card information may be used by Spreedly to improve or provide payment services on its Platform. Customer authorizes Spreedly to act on Customer's behalf to (i) request and retain a Token Requestor ID from applicable card issuers, and (ii) use the Token Requestor ID to provision network tokens where available.

6. **Support Services.** Customer has selected Premium Support. Upon payment of the applicable fees, Spreedly will provide the technical Support Services in accordance with the Support Service Terms posted at <https://www.spreedly.com/support-services-terms> at the support level specified in this Order Form.

7. Payments. All payments are subject to the terms prescribed in the Agreement. Customer will pay the Committed Quarterly Fees and any additional usages fees for Advanced Vault and API Usage Fees in quarterly installments, with the first installment due and payable within sixty (60) days of the Order Form Effective Date. Spreedly will invoice Customer for each subsequent quarterly payment at least sixty (60) days prior to the three, six, and nine, month anniversaries of the Order Form Effective Date (a "Quarterly Payment Date"), with such amounts due and payable prior to the applicable Quarterly Payment Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term will be invoiced at least sixty (60) days prior to the anniversary of the Order Form Effective Date ("Annual Renewal Date") and will be due and payable prior to the Annual Renewal Date.

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.

Customer may elect to pay all amounts due under this Order Form 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

or

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

If Customer fails to make any payment when due then, in addition to all other remedies that may be available, 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.

[Signatures on Next Page]

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

Spreedly, Inc.By: 

Name: Justin Benson

Title: Chief Executive Officer

Date: March 29, 2024

**Rappi, Inc.**By: 

Name: Felipe Villamarin

Title: Secretary / Director

Date: March 29, 2024