

## AMENDMENT 2 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 May 15, 2019 (as amended prior to the date hereof, the "**Agreement**") between Spreadly, Inc., a Delaware corporation having its principal place of business at 300 Morris St, STE 400, Durham, NC 27701 ("**Spreadly**") and each of the customer entities undersigned, together with each Acceding Affiliate (collectively, the "**Customer**") Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

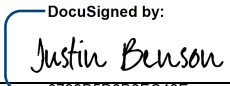
**Pursuant to Section 22 of the Agreement the parties hereby agree as follows:**

1. The parties agree to revise the pricing terms by replacing the current Exhibit A under the Agreement in its entirety with the revised Exhibit A which is attached hereto (the "Amended Exhibit A").
2. In consideration for the revised pricing in the Amended Exhibit A the parties agree to complete the current Renewal Term and subsequently begin another Renewal Term extending through May 15, 2022. For clarity, Customer hereby waives its right not to renew only for the May 15, 2021 – May 14, 2022 Renewal Term.
3. Customer will pay the Base Annual Fee under the Amended Exhibit A, prorated from the Amendment Effective Date through the end of the current Renewal Term, within 15 days of the Amendment Effective Date. Included API Calls covered by the Base Annual Fee shall be prorated for the same period.
4. Any credit owed to the Customer, based on fees paid for services not yet received under the Agreement for the current Renewal Term, shall be applied to the first invoice following this Amendment.
5. Any actual API usage that remains unbilled by the Amendment Effective Date will be billed at the cost per API call found in the Enterprise Pricing Table of the Original Exhibit A.
6. 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.

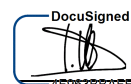
**[SIGNATURES ON FOLLOWING PAGE]**

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

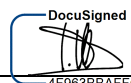
**Spredly, Inc.**

By:   
Name: Justin Benson  
Title: CEO  
Date: 4/7/2021

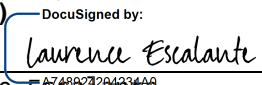
**Customer: VGW Malta Limited (Company Number C74706)**

By:   
Name: Chris Vella  
Title: Director  
Date: 07 April 2021

**Customer: VGW GP Limited (Company Number C78260)**

By:   
Name: Chris Vella  
Title: Director  
Date: 07 April 2021

**Customer: VGW Luckyland Inc (Company Number 6662900)**

By:   
Name: Laurence Escalante  
Title: Director  
Date: 07 April 2021

**EXHIBIT A****Pricing**

Customer shall pay Spreedly \$249,000 for 12 months of service ("**Base Annual Fee**") which shall entitle Customer to the following for the duration of the Term:

<b>Platform Fee:</b>	<b>\$162,000</b>
Enterprise Assurance Agreement	Included
Existing Spreedly End Points	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD End Points	Included
<b>API Usage Fee:</b>	<b>\$87,000</b>
Included Non-Partner API Calls (Annual)	87,000,000
Included Partner API Calls	unlimited
<b>Base Annual Fee</b>	<b>\$249,000</b>

**API Usage Fees:**

The usage fees related to the following partner API calls will be waived as long as partner remains in good standing in the Spreedly gateway partner program:

- A Purchase API call against the partner gateway
- A Capture API call against the partner gateway
- A Refund API call against the partner gateway
- A Void API call against the partner gateway
- An Authorization API call against the partner gateway

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 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.

**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 first year of the Initial Term in full within 15 days of the Effective Date. Each subsequent annual payment shall be invoiced 30 days prior to the anniversary of the Effective Date ("Annual Renewal Date") and shall be due and payable prior to the Annual Renewal Date. Spreedly 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, except as contemplated by the Agreement.

Fees do not include any taxes. If Spreedly is legally obligated to collect applicable taxes, such taxes shall be invoiced to and paid by Customer, unless Customer provides Spreedly 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, save 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.

#### **Invoices**

The Base Annual Fee and charges for additional API call usage blocks shall be billed in accordance with the Payment terms described above by issuing separate invoices to the Customer entities named, and in the proportions indicated, below:

- (a) VGW Malta Limited – 70%
- (b) VGW GP Limited – 6%
- (c) VGW Luckyland Inc –24%

Customer may change the Customer entities and/or the allocation of fees between the Customer entities for any upcoming Renewal Term, by giving Spreadly notice of the entities/allocation in writing no less than 30 days' prior to expiry of the then current Term.

In the event that Spreadly is required to invoice Customer for any other charge incurred hereunder, and outside of any specific payment means as outlined above, then Customer will be billed by the issue of one invoice to VGW Malta Limited (or such other Customer entity notified to Spreadly at least 60 days prior to the issue of the invoice).