



ORDER FORM 2 Foodpanda License

SPREEDLY <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Spreedly, Inc.</td> </tr> <tr> <td>Address:</td> <td>300 Morris Street, Suite 400</td> </tr> <tr> <td>City/State:</td> <td>Durham, NC 27701</td> </tr> </table> PRIMARY SPREEDLY CONTACT <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Chase Foster</td> </tr> <tr> <td>Title:</td> <td>Strategic Accounts Director</td> </tr> <tr> <td>Phone:</td> <td>+1.216.702.9377</td> </tr> <tr> <td>Email:</td> <td>Chase@Spreedly.com</td> </tr> </table> SPREEDLY FINANCE CONTACT <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Spreedly Accounting Department</td> </tr> <tr> <td>Phone:</td> <td>888-727-7750</td> </tr> <tr> <td>Email:</td> <td>accounting@spreedly.com</td> </tr> </table>	Name:	Spreedly, Inc.	Address:	300 Morris Street, Suite 400	City/State:	Durham, NC 27701	Name:	Chase Foster	Title:	Strategic Accounts Director	Phone:	+1.216.702.9377	Email:	Chase@Spreedly.com	Name:	Spreedly Accounting Department	Phone:	888-727-7750	Email:	accounting@spreedly.com	CUSTOMER <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Foodpanda Taiwan Co., Ltd.</td> </tr> <tr> <td>Address:</td> <td>5F., No. 319, Sec. 2, Dunhua S. Rd., Da-An Dist.</td> </tr> <tr> <td>City/Country:</td> <td>Taipei City 106033, Taiwan</td> </tr> </table> PRIMARY CUSTOMER CONTACT <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Aristotelis Lefas</td> </tr> <tr> <td>Title:</td> <td>Senior Manager, Global Payments</td> </tr> <tr> <td>Phone:</td> <td></td> </tr> <tr> <td>Email:</td> <td>aristotelis.lefas@deliveryhero.com</td> </tr> </table> CUSTOMER BILLING CONTACT <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Attn. Finance Dept.</td> </tr> <tr> <td>Phone:</td> <td>+886 2 2736 1278 Ext. 16001</td> </tr> <tr> <td>Email:</td> <td>treasury@foodpanda.tw</td> </tr> </table>	Name:	Foodpanda Taiwan Co., Ltd.	Address:	5F., No. 319, Sec. 2, Dunhua S. Rd., Da-An Dist.	City/Country:	Taipei City 106033, Taiwan	Name:	Aristotelis Lefas	Title:	Senior Manager, Global Payments	Phone:		Email:	aristotelis.lefas@deliveryhero.com	Name:	Attn. Finance Dept.	Phone:	+886 2 2736 1278 Ext. 16001	Email:	treasury@foodpanda.tw
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This Order Form is issued by Spreedly, Inc. ("**Spreedly**") and the Customer specified above (each, a "**Party**"). Customer hereby orders the Service and Spreedly hereby agrees to provide the Service, subject to the terms set forth herein and in the Master Services Agreement dated as of **April 9, 2020** (including its exhibits, schedules and addenda, the "**Agreement**"). All undefined capitalized terms herein shall have the meanings ascribed to such terms as defined in the Agreement. The terms of this Order Form shall prevail over any conflicting provisions of the Master Services Agreement.

This Order Form as issued by Spreedly is an offer by Spreedly. By signing below, Customer indicates its acceptance of the terms of the Order Form and represents and warrants that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power and authority to enter into and perform its obligations under the Order Form; (iii) the execution of this Order Form by its representative has been duly authorized by all necessary corporate or organizational action of Customer; and (iv) when executed and delivered by both Parties, the Agreement will constitute the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

Purpose and Scope

The purpose of this Order Form is to provide Delivery Hero's subsidiary, Foodpanda, the ability to enable secure centralized payment method vaulting, tokenization and payment processing via Spreedly's integration. Delivery Hero's intent is to utilize Spreedly's functionality while discussing the terms of a potential global services agreement in parallel.

Terms

1. **Initial Term and Termination:** The term of this Order Form shall be monthly, commencing on September 30, 2020 (the "**Order Effective Date**"). Thereafter, this Order Form shall remain in effect unless either party has provided written notice of its intent to terminate this Order Form with no less than sixty (60) notice.
2. **Pricing:** Customer shall pay Spreedly monthly, in arrears, at a rate of \$0.02 per transaction for each transaction processed through the Spreedly platform, with a minimum monthly commitment of 2 million (2,000,000) transactions or \$40,000.00 per month.
3. **Payment Terms:** Spreedly will bill Customer on the first day of each month, for the charges accrued during the previous month. Payment will be due and payable within thirty (30) days upon receipt of each invoice.

All payment obligations hereunder are noncancellable and all fees paid hereunder are non-refundable.

All payments to be made under this Order Form 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 Order Form either by:

- ACH payment or wire transfer to the following account:

Receiver: Silicon Valley Bank
ABA/Routing #: 121140399
SWIFT Code: SVBKUS6S
Beneficiary: 3301451580
Spreadly, Inc.
733 Foster Street, Suite 100
Durham, NC 27701
USA

- Check delivered to the address specified in the relevant invoice.

5. Customer Data Exports: Customer may elect at any time to perform an automatic export of its Card Data (as defined below) to a third party endpoint for which Spreadly supports third-party vaulting (a "**Supported TPV Endpoint**") as set forth at: <https://docs.spreadly.com/guides/third-party-vaulting/>. For any endpoint that is not a Supported TPV Endpoint, Customer may request that Spreadly perform one (1) free-of-charge manual export during the Term, of any of its Card Data to a recipient designated by Customer, provided the recipient has proven that it is PCI-DSS compliant and the transfer is not in violation of any applicable Laws. If Customer requires additional manual exports during the Term, each additional manual export shall incur a \$1,000 charge.


6. Permitted Affiliates: Foodpanda

7. Entire Agreement. The Agreement and this Order Form: (i) embodies the entire agreement and understanding of the Parties with respect of the subject matter set forth therein; (ii) supersedes all prior and contemporaneous negotiations, agreements, contracts, commitments and understandings, both verbal and written, between the Parties; and (iii) does not operate as an acceptance of any conflicting terms or conditions between the Parties and shall prevail over any conflicting provisions of any purchase order, quotation, request for proposal, request for information or any other instrument. This Order Form may be executed electronically (e.g., Docusign, exchange of executed PDFs via e-mail), and in counterparts, which taken together shall form one legal instrument.

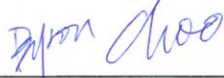
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Order Form effective as of the Order Effective Date.

Spreedly, Inc.

DocuSigned by:

By: _____
C9132818B2F844A...
Name: **Justin Benson**
Title: **CEO**

Foodpanda Taiwan Co., Ltd

By: 
Name: **Byron Chao**
Title: **Finance Director**