



ORDER FORM 1 Food Panda Pilot

SPREEDLY		CUSTOMER	
Name:	Spreedly, Inc.	Name:	Foodpanda Taiwan Co., Ltd.
Address:	733 Foster Street, Suite 100	Address:	(106) 9F-1, No. 268, Sec.2, Fu Xing S. Rd, Daan Dist, 10663 Taiwan
City/State:	Durham, NC 27701	City/Country:	Taipei City, Taiwan
PRIMARY SPREEDLY CONTACT		PRIMARY CUSTOMER CONTACT	
Name:	Daniel Scagnelli	Name:	Aristotelis Lefas
Title	Sr. Enterprise Account Executive	Title:	Senior Manager, Global Payments
Phone:	888-727-7750	Phone:	
Email:	dscagnelli@spreedly.com	Email:	aristotelis.lefas@deliveryhero.com
SPREEDLY FINANCE CONTACT		CUSTOMER BILLING CONTACT	
Name:	Spreedly Accounting Department	Name:	Attn. Finance Dept.
Phone:	888-727-7750	Phone:	+8886 2 2736 1278 Ext. 16001
Email:	accounting@spreedly.com	Email:	ic@foodpanda.tw

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 **09/04/2020** (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 Forms 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 Agreement 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 Agreement; (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 agreement is to provide Delivery Hero's subsidiary, Food-Panda, the ability to enable secure centralized

payment method vaulting, tokenization and payment processing in Taiwan via Spreedly's integration with Cybersource. 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 initial term for this Order Form shall be **six (6) months**, commencing **on the date of the signature of this Agreement by both Parties** (the "**Order Effective Date**").

2. **Pricing:** Customer shall pay Spreadly the “**Total Monthly Fee**” specified below for each month period the engagement, which shall entitle Customer to the following for the duration of the Order Term:

Enterprise Services:	
Enterprise Assurance Agreement & SLAs	Included
Existing Spreadly Endpoints	Cybersource
PMD Receiver for Cybersource Decision Manager	Included
PCI Compliant Card Storage Limit	Unlimited
Unlimited API Calls	Included
Total Monthly Fee	\$40,000.00

3. **Payment Terms:** Customer will pay the initial Total Monthly Fee in full within thirty (30) days of the **Order Effective Date**. Each subsequent monthly payment shall be invoiced 15 days prior to next billing month based on the anniversary of the Effective Date (“**Monthly Payment Date**”) and shall be due and payable within thirty (30) days upon receipt of invoice.

All payment obligations hereunder are non-cancelable 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.

4. **Enterprise Account Management:** All enterprise accounts benefit from support prioritization and a named account manager.

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 Taiwan Co., Ltd.

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.

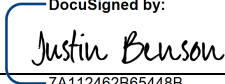
Foodpanda Taiwan Co., Ltd.

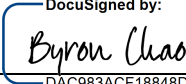
Name: Justin Benson

Name: Byron Chao

Title: CEO

Title: Director Foodpanda Taiwan

Signature:  DocuSigned by:
7A112462B65448B...

Signature:  DocuSigned by:
DAC983ACF18848D...

Date: 08 April 2020 | 19:24 CEST

Date: 2020年4月8日 | 22:01 PDT

Certificate Of Completion

Envelope Id: B23BC54D4A5149388A9F6ACCAE7F35A0	Status: Completed
Subject: Please DocuSign: Spreedly_ Delivery Hero _ Pilot Order Form_FINAL_.docx	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Knobbout
Time Zone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna	Oranienburger Str. 70
	Berlin, DE 10117
	michelle.knobbout@deliveryhero.com
	IP Address: 78.54.125.203

Record Tracking

Status: Original	Holder: Michelle Knobbout	Location: DocuSign
08-04-2020 19:06	michelle.knobbout@deliveryhero.com	

Signer Events

Byron Chao
b.chao@foodpanda.tw

Security Level: Email, Account Authentication
(Optional), Authentication

Signature

DocuSigned by:

DAC983ACF18848D...

Signature Adoption: Pre-selected Style
Using IP Address: 61.222.198.162

Timestamp

Sent: 08-04-2020 | 19:16
Viewed: 09-04-2020 | 07:00
Signed: 09-04-2020 | 07:01

Authentication Details

SMS Auth:
Transaction: 35C5753D19B801049190CB361D7AAA71
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 09-04-2020 | 07:00
Phone: +886 915 518 592

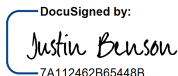
Electronic Record and Signature Disclosure:

Accepted: 09-04-2020 | 07:00
ID: d5fde18c-1d5b-4322-9081-e082a85fbfc6
Company Name: Delivery Hero SE

Justin Benson

justin@spreedly.com

Security Level: Email, Account Authentication
(Optional), Authentication

DocuSigned by:

7A112462B65448B...

Signature Adoption: Pre-selected Style
Using IP Address: 70.250.119.131

Sent: 08-04-2020 | 19:16
Viewed: 08-04-2020 | 19:24
Signed: 08-04-2020 | 19:24

Authentication Details

SMS Auth:
Transaction: 35C56B45DF1401049190CB32386A63C1
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 08-04-2020 | 19:23
Phone: +1 919-335-3570

Electronic Record and Signature Disclosure:

Accepted: 08-04-2020 | 19:24
ID: fd09c13a-3487-4e57-bb52-a228246250b4
Company Name: Delivery Hero SE

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Daniel Scagnelli dscagnelli@spreadly.com Security Level: Email, Account Authentication (Optional), Authentication Authentication Details SMS Auth: Transaction: 35C56B3A81C410049190EA1B0E4A6784 Result: passed Vendor ID: TeleSign Type: SMSAuth Performed: 08-04-2020 19:20 Phone: +1 919-903-0019 SMS Auth: Transaction: 35C56B4EB13C050491910341A1AA65AD Result: passed Vendor ID: TeleSign Type: SMSAuth Performed: 08-04-2020 19:26 Phone: +1 919-903-0019 SMS Auth: Transaction: 35C56CB617100E049191722399AA975E Result: passed Vendor ID: TeleSign Type: SMSAuth Performed: 08-04-2020 21:04 Phone: +1 919-903-0019 SMS Auth: Transaction: 25C579739A3402049196E53A6C4AC572 Result: passed Vendor ID: TeleSign Type: SMSAuth Performed: 09-04-2020 11:54 Phone: +1 919-903-0019 Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 08-04-2020 19:16 Viewed: 08-04-2020 19:20
Virginia Monelli Virginia.Monelli@deliveryhero.com Security Level: Email, Account Authentication (Optional), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 08-04-2020 19:16
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	08-04-2020 19:16
Certified Delivered	Security Checked	09-04-2020 07:00
Signing Complete	Security Checked	09-04-2020 07:01
Completed	Security Checked	09-04-2020 07:01
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Delivery Hero SE (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Delivery Hero SE:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Delivery Hero SE of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at privacy@deliveryhero.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Delivery Hero SE

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to privacy@deliveryhero.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Delivery Hero SE

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Delivery Hero SE as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Delivery Hero SE during the course of your relationship with Delivery Hero SE.