

**ORDER FORM #1**

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

To:
Customer Legal Name: Pepper Assets Services S.L.U
Billing Address: Juan Esplandiu Madrid, M 28007 ES
Sales Rep: George Waugh

Offer Valid Until: February 29, 2024

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. (each a "Party" and collectively, the "Parties") as of the last day it is signed (the "Order Form Effective Date") and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, "Agreement" means the enterprise services agreement (an "ESA") currently in force between the Parties, or, in the absence of an ESA, the Spreedly Terms of Service located at <https://www.spreedly.com/terms-of-service>.

In the event of any conflict between the terms of the Agreement and this Order Form, this 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) Order Form Term. 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 sixty (60) days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service is a "Contract Year".

2) Platform Fees. For each Contract Year, Customer will pay Spreedly the "Annual 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		
Annual Platform Fee:	\$18,000	
API Usage Fee:	\$25,000	
Included API Calls	2,500,000	
Cost per API Call	\$0.01	
Business Support	Included	
Minimum Advanced Vault Fees	\$26,400	See Table 2 below
Committed Annual Fees	\$69,400	

3) API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 2,500,000 API calls to the Spreedly Platform at a cost of \$0.01 per call ("API Usage Fee") to be utilized during the Initial Term. Spreedly will invoice Customer monthly in arrears at the rate of \$0.01 for any additional API calls more than the initial purchase volume of 2,500,000. All pre-purchased API calls expire at the end of the Contract Year in which they were purchased.

4) Renewal Terms 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 3% over the prior Contract Year in each successive Renewal Term.

5) Advanced Vault. Spreedly's Advanced Vault service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service as set out in Table 2 below or (ii) the minimum committed fee of \$2,200.00 per month. 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	
Monthly Fee Per Payment Method	Minimum Committed Monthly Fee
\$0.02	\$2,200

By using Advanced Vault, Customer agrees that any updates to payment card information may be used by Spreedly to improve or provide payment services on its Platform and 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 Business Support Level. 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. Customer will pay the total Committed Annual Fees for the first Contract Year in equal monthly payments with applicable Advanced Vault Fees. The first monthly payment is due within thirty (30) days of the Order Form Effective Date. Each subsequent monthly payment will be due and payable thirty (30) days after the applicable invoice date. Customer's use of the pre-purchased API calls utilized by Customer are not limited by the above payment schedule. Additional API Usages Fees (if any) will be invoiced monthly.

Customer may elect to pay all amounts due under this Agreement 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

- (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 to Spreedly in the Agreement, 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.

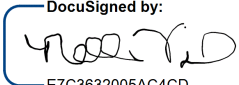
[Signatures on Next Page]



CONFIDENTIAL

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

Spreedly, Inc.


By: 
E7C3632005AC4CD...

Name: Nellie Vail

Title: CFO

Date: 2/29/2024

Pepper Assets Services, S.L.U

By: 
DE24F1FA4560471...

Name: Mr. Fernando García González

Title: CBO

Date: 2/29/2024