Spreedly

AMENDMENT TO SERVICE AGREEMENT

This Amendment ("**Amendment**") is effective as of April 15, 2020 ("**Amendment Effective Date**"), pursuant to the Service Agreement, dated May 15, 2019 (the "**Agreement**"), between Spreedly, Inc., a Delaware corporation having its principal place of business at 300 Morris Street, Suite 400, Durham, NC 27701 ("**Spreedly**", "**we**" or "**us**") and each of the customer entities undersigned, together with each Acceding Affiliate (collectively, the "**Customer**" or "**you**"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

The parties hereby agree as follows:

1. The parties mutually agree to begin a new 12-month Term on the Amendment Effective Date. Thereafter, the Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term") unless either party has provided written notice of its intent to not renew the Agreement not less than thirty (30) days' prior to the expiration of the then-current Term.

2. Any credit owed to the Customer, based on fees paid for services not yet received under the Agreement, shall be applied to the first invoice of this Amendment.

3. Customer may, at its discretion, elect to apply a portion of its annual API usage allotment for the Term commencing on the Amendment Effective Date to cover some or all of its API usage which has exceeded included volumes under this Agreement prior to the Amendment Effective Date ("**Set-off API Calls**"). If the Customer so elects, Customer will have no liability to Spreedly for overages fees or otherwise in respect of the Set-off API Calls.

4. **Exhibit A** shall be replaced in its entirety with the following terms (listed below):

   Customer shall pay Spreedly $129,000 for 12 months of service ("**Base Annual Fee**") which shall entitle Customer to the following for the duration of the Term:

Platform Fee:	**$75,000**
Enterprise Assurance Agreement	Included
Existing Spreedly End Points	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD End Points	Included
API Usage Fee:	**$54,000**
Included Non-Partner API Calls (Annual)	27,000,000
Included Partner API Calls	unlimited
Base Annual Fee	**$129,000**

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

Customer may elect to purchase additional blocks of 5,000,000 Non-Partner API Calls at the standard contract rate of $0.002 per API call any time during the Term. Each additional block of API calls purchased will conform with the then current Term and will be added to the annual API usage allotment and expire at the end of that Term.

In the event Customer's actual API usage exceeds the included volumes used to determine the Base Annual Fee, Spreedly will bill Customer monthly in arrears at a rate determined by the contract month in which the Customer first exceeds the included API volume.

- If the overage first occurs in Month 1 through 10: billed at $0.004 per API call for the remainder of the contract term.

- If the overage first occurs in Month 11 or 12: billed at $0.003 per additional API call for the remainder of the contract term.

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. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable, except as contemplated by the Agreement.

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 Spreedly such additional amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction.

Total fees owed under this contract: $129,000

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
	Spreedly, Inc.
	733 Foster Street, Suite 100
	Durham, NC 27701
	USA

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

Invoices
The Base Annual Fee 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 – 62%
    (b) VGW GP Limited – 22%
    (c) VGW Luckyland Inc –16%

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

In the event that Spreedly 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 Spreedly at least 60 days prior to the issue of the invoice).

5. <u>Representations</u>. Each party to this Amendment represents and warrants to the other that (i) it possesses the legal right and corporate power and authority to enter into this Amendment and to fulfill its obligations hereunder; and (ii) its execution, delivery and performance of this Amendment will not violate the terms or provision of any other agreement, contract or other instrument, whether oral or written, to which it is a party.

6. <u>No Other Consents; Conflicting Terms</u>. 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.

7. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic format (e.g., "pdf" or "tif" file format) shall be effective as delivery of a manually executed counterpart of this Amendment.

8. <u>Incorporation of Miscellaneous Provision</u>. Section 22 of the Agreement shall apply hereto as if fully set forth herein, *mutatis mutandis* (it being understood that references therein to "this Agreement" shall be deemed references to "this Amendment").
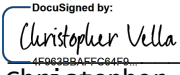
[SIGNATURES ON FOLLOWING PAGE]

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

Spreedly, Inc.
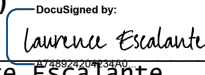
By: _____

Name: _____Justin Benson_____

Title: _____CEO_____

Date: _____05 / 26 / 2020_____

Customer: VGW Malta Limited (Company Number C74706)

By: _____*Christopher Vella*_____

Name: _____Christopher Vella_____

Title: _____Director_____

Date: _____25 May 2020_____

Customer: VGW GP Limited (Company Number C78260)

By: _____*Christopher Vella*_____

Name: _____Christopher Vella_____

Title: _____Director_____

Date: _____25 May 2020_____

Customer: VGW Luckyland Inc (Company Number 6662900)

By: _____*Laurence Escalante*_____

Name: _____Laurence Escalante_____

Title: _____Director_____

Date: _____25 May 2020_____

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Document History

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SIGNED	**05 / 26 / 2020** 17:54:34 UTC	Signed by Justin Benson (justin@spreedly.com) IP: 70.250.119.131
COMPLETED	**05 / 26 / 2020** 17:54:34 UTC	The document has been completed.