



Spreedly, Inc.

-and-

VGW Malta Limited

-and-

VGW GP Limited

-and-

VGW Luckyland Inc

-and-

VGW Corporate Services Australia Pty Ltd

DEED OF NOVATION

Perth Office
Level 11, Australia Place
15-17 William Street
Perth, Western Australia 6000

Sydney Office
Level 44, Grosvenor Place
225 George Street
Sydney, New South Wales 2000

This deed of novation (**Deed**) is made on the last date appearing on the execution page (**Effective Date**).

Parties

This Deed is made between:

Spreedly, Inc. of 300 Morris Street, Suite 400, Durham, NC 27701 (**Company**);

VGW Malta Limited (Company No. C74706) of 5-7 Matilda Court, Giuseppe Cali Street Ta'Xbiex, XBX 1423 Malta (**VGW Malta**);

VGW GP Limited (Company No. C78260) of 5-7 Matilda Court, Giuseppe Cali Street Ta'Xbiex, XBX 1423 Malta (**VGW GP**);

VGW Luckyland Inc (Company No. 6662900) of 1209 Orange Street, Wilmington, New Castle, Delaware 19801, USA (**VGW LL**); and

VGW Corporate Services Australia Pty Ltd of Level 11, 15-17 William Street, Perth, Western Australia 6000, Australia (**VGW Corporate Services**).

Recitals

- A. VGW Malta, VGW GP and VGW LL (together, **VGW**) and Company entered into a Service Agreement dated 15 May 2019 and associated Order Forms (collectively, the **Agreement**).
- B. The Parties wish to novate the Agreement from VGW to VGW Corporate Services under the terms of this Deed.

The Parties agree as follows:

1. Change of contracting entity

With effect from the Effective Date:

- (a) VGW Corporate Services replaces VGW as the contracting entity in the Agreement.
- (b) VGW novates and transfers all its rights, obligations and liabilities under the Agreement to VGW Corporate Services and VGW Corporate Services agrees to be bound by its terms.
- (c) The contracting Parties to the Agreement are Company and VGW Corporate Services.

2. Release of obligations and liabilities

- 2.1. VGW and Company release each other from all future obligations under or in connection with the Agreement with effect from the Effective Date.
- 2.2. Nothing in this Deed will affect or prejudice any claims and/or demands that VGW and Company may have against each other under or in connection with the Agreements with respect to matters occurring before the Effective Date.

3. Governing law

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and constructed in accordance with the laws of the state of Western Australia.

4. Jurisdiction


Each Party irrevocably agrees that the courts of the state of Western Australia shall have exclusive jurisdiction for the purposes of any suit, action, proceeding or judgment (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

5. General

- 5.1. Terms defined in the Agreements shall have the same meaning when used in this Deed, unless separately defined in this Deed.
- 5.2. Except as amended in clause 1 above, the Agreements are unaffected and will continue in full force and effect in accordance with its terms.


Executed as a Deed

Executed for and on behalf of VGW Malta Limited (Company No. C74706) by its authorised representative:

DocuSigned by:

4F963BBAFFC62F9
Signature of Authorised Representative
Christopher Vella
Name of Authorised Representative in Full

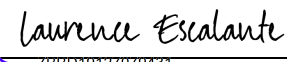
28/4/2025
Date

Executed for and on behalf of VGW GP Limited (Company No. C78260) by its authorised representative:

DocuSigned by:

4F963BBAFFC62F9
Signature of Authorised Representative
Christopher Vella
Name of Authorised Representative in Full

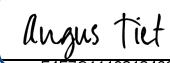
28/4/2025
Date

Executed for and on behalf of VGW Luckyland Inc (Company No. 6662900) by its authorised representative:

Signed by:

7BBD19127079431
Signature of Authorised Representative
Laurence Escalante
Name of Authorised Representative in Full

29/4/2025
Date


Executed for and on behalf of VGW Corporate Services Pty Ltd (ACN 677 644 183) its duly appointed attorney under a power of attorney dated 22 January 2025:

Signed by:

E4F7C1113212406
Signature of Attorney
ANGUS TIET

29/4/2025
Date

By signing, the attorney confirms that they have had no notice of revocation or suspension of the power of attorney specified above.

Executed by Spreedly, Inc. by its authorised representative:

Signed by:

C9132818B2F844A
Signature of Authorised Representative
Justin Benson
Name of Authorised Representative in Full

28/4/2025
Date

**ORDER FORM #Q-09716****Spreedly, Inc.**

300 Morris Street
Suite 400
Durham, NC 27701

To: Julie Calder

Customer Legal Name: VGW Corporate Services
Australia Pty. Ltd.

Tax ID: 84 677 644 183

Billing Address: Level 11, 15-17 William St, Perth,
Western Australia, 6000, Australia

Sales Rep: Jose Loo

Order Form Issued: February 13, 2025

Offer Valid Until: May 15, 2025

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. effective as of the last day it is signed ("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 Service Agreement dated May 15, 2019, as amended on 7 April 2021 and novated to the Customer on or around the date of this Order Form, currently in force between the Parties.

In the event of any conflict between the terms of the Agreement and this Order Form, the 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. **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 60 days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service is a "Contract Year". The services and Initial Term will begin May 15, 2025.

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 gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	\$162,000.00
API Usage Fee:	\$182,000.00
Included API Calls – 140,000,000	
Cost per API Call – \$0.0013	
Professional Support	Included
Committed Annual Fees	\$344,000.00

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 140,000,000 API calls to the Spreedly Platform at a cost of \$0.00130 per call ("API Usage Fee") to be utilized during the Initial Term. If Customer exceeds 140,000,000 API calls in any Contract Year, Spreedly will charge Customer monthly in arrears at a rate of \$0.001625 ("API Usage Fee") for any additional API calls more than the pre-purchased volume of 140,000,000.

Alternatively, Customer may elect to pre-purchase additional API calls in blocks of 5,000,000 at a rate of \$0.00143 per call to be utilized during the Initial Term. All pre-purchased API calls expire at the end of Contract Year which they were purchased.



4. Renewal 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 usage (if any). The Annual Platform Fee and the API Usage Fee will be renewed at the then-current list pricing at time of renewal.

5. Support Services. Customer has selected Professional Support. 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.

6. Payments. Customer will pay the Committed Annual Fees in quarterly installments. Spreedly will invoice Customer for each subsequent quarterly payment 30 days prior to the three, six, nine, month anniversaries of the Order Form Effective Date (a "Quarterly Payment Date"), with such amounts due and payable prior to the applicable Quarterly Payment Date. Additional API Usage Fees (if any) are invoiced monthly in arrears at the rates stated in this Order Form. All Fees are due and payable within 30 days of the invoice date and are subject to the terms prescribed in the Agreement.

Customer may elect to pay all amounts due under this Order Form 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

or

- (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, 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 Order Form by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreedly, Inc.

By: 
C9132818B2F844A...

Name: Justin Benson

Title: CEO

Date: 28/4/2025

VGW Corporate Services Australia Pty. Ltd.

By: 
7BBD19127079431...

Name: Laurence Escalante

Title: Director

Date: 29/4/2025

By: 
F70F4B75834B464...

Name: Michael Thunder

Title: Company Secretary

Date: 29/4/2025