

**ORDER FORM #Q-09688****Spreedly, Inc.**

300 Morris Street
Suite 400
Durham, NC 27701

To: Massimo Sirolla

Customer Legal Name: Loyal Zoo Ltd

Tax ID: GB162242339

Billing Address: 1 Lyric Square, London, W6 0NB,
United Kingdom

Sales Rep: Marc Bruyere

Order Form Issued: February 4, 2025

Offer Valid Until: March 6, 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 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, the Order Form will govern. Capitalized terms used but not defined in this Order Form have the meanings set forth in the Terms of Service or in the Documentation.

1. **Term.** This Order Form supersedes and replaces Order Form #1 dated December 31, 2023. The Initial Term of this Order Form is 24 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". The services and Initial Term will begin January 1, 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 3DS2 services and gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1		
	Year 1	Year 2
Annual Platform Fee:	\$18,000.00	\$18,000.00
API Usage Fee: \$0.01		
Advanced Vault – see section 5 below	\$6,000.00	\$6,000.00
Business Support	Included	Included
Committed Annual Fees	\$24,000.00	\$24,000.00

3. **API Usage Fees.** In addition to the Annual Platform Fee, Spreedly will bill Customer an "API Usage Fee" monthly in arrears at a rate of \$0.01 per API call to the Spreedly Platform.

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 prices above, unless otherwise agreed.

5. **Advanced Vaulting.** Spreedly's Advanced Vaulting 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 \$500.00 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			
Tier	# of Payment Methods	Monthly Fee Per Method	Minimum Monthly Fee
1	0 – 1,499,999	\$0.0225	\$500.00
2	1,500,000 +	\$0.0200	

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. 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. 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 Committed Annual Fees in equal monthly installments and additional charges for Advanced Vault and API Usage Fees (if any) will be invoiced on the same schedule as the Committed Annual Fees.

All payments are subject to the terms prescribed in the Terms of Service and are due 30 days after the applicable invoice date. Customer will pay all amounts due by credit card on file. If paying by credit card, Customer authorizes Spreedly to periodically charge the credit card on file for Spreedly service fees as stated in this Order Form. Customer will be subject to any additional terms presented by the third-party credit card payment processor and Customer is responsible for keeping such credit card information up to date.

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:  DocuSigned by:
BE108849DB824F9...

Name: Nellie Vail

Title: CFO

Date: 2/6/2025

Loyal Zoo Ltd

By:  DocuSigned by:
467E8D57A7DC406...

Name: Massimo Sirolla

Title: Co-founder & CEO

Date: 2/6/2025