



ORDER FORM #Q-04464

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

To: Sam Sharma
Customer Legal Name: Krizaar LLC
Tax ID: 99-3473083
Billing Address: 700 S Rosemary Ave, West palm beach, FL 33401, USA
Sales Rep: Drew Assinesi

Order Form Issued: September 30, 2024
Offer Valid Until: September 30, 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 Spreedly Terms of Service located at <https://www.spreedly.com/terms-of-service> (“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.** 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”.

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;
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	\$18,000.00
API Usage Fee:	\$50,000.00
Included API Calls – 2,500,000	
Cost per API Call – \$0.0200	
Advanced Vault - See Table 2 for details	\$143,000.00
Business Support	Included
Committed Annual Fees	\$211,000.00

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 \$0.0200 per call (“API Usage Fee”) to be utilized during the Initial Term. If Customer exceeds 2,500,000 API calls in any Contract Year, Spreedly will charge Customer monthly in arrears an overage rate determined by the contract month in which Customer first exceeds the pre-purchased API calls.

- If the overage first occurs in months 1 through 10 of the Contract Year, Spreedly will charge 2 times the rate for the pre-purchased API calls for the remainder of the same Contract Year.
- If the overage first occurs in months 11 or 12 of the Contract Year, Spreedly will charge 1.5 times the rate for the pre-purchased API calls for the remainder of the same Contract Year.



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 API usage. The Annual Platform Fee and the API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

5. **Advanced Vault.** Spreedly's Advanced Vault service will be charged at a minimum committed annual fee of \$143,000.00, after which Spreedly will charge for each additional payment method greater than 650,000 at the rate of \$0.22 per payment method. 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		
# of Payment Methods	Annual Fee Per Method	Minimum Committed Annual Fee
650,000	\$0.22	\$143,000

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.** All payments are subject to the terms prescribed in the Terms of Service. Customer will pay the Committed Annual Fees in monthly payments, invoiced in accordance with the following schedule:

Payment by Month	Monthly Payment Amount	Total Committed Annual Fees
Months 1 – 3	\$10,550.00	\$211,000
Months 4 – 6	\$14,066.68	
Months 7 – 9	\$21,100.00	
Months 10 - 12	\$24,616.67	

The payment amounts in the foregoing table are for Customer's convenience only and will be adjusted by Spreedly according to Customer's actual usage. Spreedly may combine committed platform fees and usage fees paid in arrears on the same invoice. The first payment is due within 60 days of the Order Form Effective Date. Each subsequent monthly payment will be due and payable 30 days after the applicable invoice date.

Additional API Usages Fees (if any), will be invoiced monthly. All Fees are due and payable within 30 days of the invoice date 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.



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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.

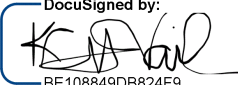
[Signatures on Next Page]



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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.

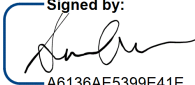
By:  DocuSigned by:
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Name: Nellie Vail

Title: CFO

Date: 9/30/2024

Krizaar LLC

By:  Signed by:
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Name: Saransh Sharma

Title: CEO

Date: 9/30/2024