



## INTEGRATED REFERRAL AGREEMENT

This Integrated Referral Agreement ("Agreement") is entered by and between Spreedly, Inc., a company duly incorporated according to the laws of Delaware with company number 4387760, having its primary office at 300 Morris Street, Suite 400, North Carolina 27701, USA, ("Spreedly") and Paysafe Financial Services Limited, a company duly incorporated according to the laws of England and Wales with company number 4478861, having its registered office at Level 27, 25 Canada Square, London, E14 5LQ, United Kingdom; and Paysafe Payment Solutions Limited, a company duly incorporated according to the laws of Ireland with company number 626665, having its registered office at Grand Canal House, Grand Canal Street Upper, Dublin 4, DO4 Y7R5, Ireland; (each and together referred to as "Paysafe"). Spreedly and Paysafe are each a "Party" and collectively the "Parties"). This Agreement is effective on the last date of signature by a Party in the signature block below ("Effective Date").

### Background

Spreedly develops, markets and licenses to its customers a web-based payments orchestration and tokenization platform, which includes Spreedly's proprietary API integration (collectively, the "Platform"), which enables its customers to validate, tokenize and vault credit cards (and other payment types) and then process charges via one or more of the payment gateways that are integrated to the Platform.

Paysafe provides a range of online payment processing services to merchants to enable them to accept payments, including processing of credit and debit cards, software and related goods and services ("Paysafe Services"), and desires to be an integrated payment partner with Spreedly's Platform.

Spreedly wishes to provide referral, promotional and introductory services to Paysafe and provide for the processing of Paysafe Services through the Spreedly Platform.

### Agreement

Now therefore for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree for themselves, their successors and permitted assigns as follows:

1. Purpose. The above Background is incorporated by reference into this Agreement.
2. Definitions.

In addition to any other capitalised term elsewhere defined in the Agreement, the following capitalised terms shall have the meaning given them below for purposes of this Agreement and any addenda or amendments relating thereto.

<b>"Affiliates"</b>	means an individual or entity controlling, controlled by or under common control of, a Party to the Agreement during the term hereof where control means ownership or control, directly or indirectly, of more than 50% of the voting power of all the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.
<b>"Agreement"</b>	means this Agreement, including its schedules and any and all addenda or amendments thereto.
<b>"Applicable Law"</b>	means all applicable laws, legislation, proclamations, directives, rules, regulations or other similar instruments enacted by any court or government body or competent authority or by common law to the extent applicable to a Party, to the business of that Party, to the obligations of that Party under the Agreement or to the provision of the Paysafe Services wherever carried out, and shall include Data Protection Legislation.
<b>"Card"</b>	means any valid payment card (by way of example, a credit card, debit card, prepaid card or charge card) or other valid payment device or token which Paysafe approves and which



is issued by a member of the Card Schemes as an issuer, for which Paysafe performs certain Paysafe Services.

**“Card Scheme”**

means Visa, MasterCard®, American Express Bank Ltd, Maestro, JCB, Diners Club or any other Card sponsorship organisation or association or scheme governing the issue and use of Cards acceptable to Paysafe, and any successor organisation or association to any of the foregoing.

**“Confidential Information”**

means the terms and conditions of the Agreement, and all information about the disclosing Party’s business or activities that would be reasonably considered to be proprietary or confidential, including: business, operational, customer, financial and technical information; business plans and forecasts; techniques, programs, formulae and computer programs; information about such Party’s products and services (e.g., launch and release dates, product development plans, new or improved features, technical architecture and system design; preliminary versions of software or online services; know-how and processes); and other information of a Party that is marked or designated by such Party as “confidential” or “proprietary” at the time of disclosure.

**“Customer”**

means a customer of Spreedly, referred to Paysafe by Spreedly, that enters an agreement with Paysafe to purchase the Paysafe Services and is accepted by Paysafe for the receipt of the Paysafe Services.

**“Customer Data”**

means any and all personally identifying information, including information about usage of the Paysafe Services, supplied by or collected about a Prospective Customer, Customer, or, in the aggregate, about Customers.

**“Data Protection Legislation”**

to the extent they are applicable to a party: any applicable laws, rules and regulations which relate to the protection of individuals with regards to the processing of personal data including, without limitation and to the extent applicable from time to time: (i) the General Data Protection Regulation (2016/679) (the “GDPR”); (ii) national laws implementing the Electronic Communications Data Protection Directive 2002/58/EC; and (iii) any other laws, regulations and rules, relating to the processing of personal data, and any guidance or code of practice relating to the processing of personal data issued by a relevant regulatory authority or other relevant competent supervisory authority;

**“Insolvency Event”**

means the occurrence of any of the following events in respect of a Party: (a) the Party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (b) a proposal is made with (or for the benefit of) the creditors of the Party to reschedule any of its debts or to enter into any compromise or scheme of arrangement with its creditors (except for the purpose of a bona fide scheme for a solvent amalgamation or reconstruction); (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Party (except for the purpose of a bona fide scheme for a solvent amalgamation or reconstruction); (d) a court application or order is made or a notice of intention is given, for the appointment of an administrator, an administrative receiver or a receiver over the Party; or an administrator, an administrative receiver or a receiver is appointed over the Party; (e) a creditor or encumbrancer of the Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, any part of the Party's assets and such attachment or process is not discharged within fourteen (14) calendar days; or (f) any event occurs which is the equivalent of or similar to (a) to (e) in any jurisdiction to which the Party is subject.



<b>"Marks"</b>	means the Paysafe Marks and/or the Spreedly Marks, as the context requires.
<b>"Merchant Office"</b>	<b>Back</b> means the administration and reporting tools made available to Spreedly via online access enabling Spreedly to view the Transactions made by its Customers.
<b>"Paysafe Mark(s)"</b>	means those logos, trademarks, service marks and trade names specified in Schedule B as belonging to Paysafe or its Affiliates, including any updates to such schedule provided by Paysafe to Spreedly from time to time.
<b>"Paysafe Properties"</b>	means the Software, APIs, Merchant Back Office and any Paysafe (or its Affiliates) web sites used in connection with rendering the Paysafe Services.
<b>"Paysafe Services"</b>	means the Acquiring and Gateway Service (which may be provided by Paysafe or a Paysafe Affiliate), which entails (i) enabling the transmission of Card information (or other information in respect of APMs) across the Internet or a similar communications network, (ii) the screening of such information for suspicious transactions, (iii) the authorization of purchases by the purchaser's issuing bank, (iv) the delivery of confirmation of the purchase to the purchaser, (v) the delivery of notification of the transaction to the merchant, (vi) the preparation and presentment of transaction records for merchant administration, (vii) the electronic transfer of funds to the Customer's merchant account or similar account designated by the Customer, and (viii) technical and customer support provided to Customers.
<b>"Prohibited Goods/Services"</b>	means, tobacco products, prescription or non-prescription drugs, pornographic content or services, illegal downloads, gambling, goods or services infringing intellectual property rights of a third party, or any other goods or services the offering or provision of which is illegal under Applicable Law; this list may be amended in Paysafe's complete discretion by providing written notice (which may be by way of email) to the Spreedly.
<b>"Prospective Customer"</b>	means a business that meets the criteria set out in herein to be referred to Paysafe to receive the Paysafe Services.
<b>"Refund"</b>	means a Transaction, in respect of an initiating Transaction, made wholly or partially to reverse the initiating Transaction.
<b>"Risk Level"</b>	means the relative degree of economic, business or legal risk that Paysafe may incur as a result of Paysafe Services (being a Low Risk Level or a High Risk Level), as set out in Schedule B (or as may be amended from time to time in accordance with Clause 35).
<b>"Software"</b>	means the Paysafe (and Paysafe Affiliates') proprietary software, including source code and object code, which is used to provide Paysafe Services.
<b>"Spreedly Marks"</b>	means those logos, trademarks, service marks and trade names specified in Schedule A as belonging to Spreedly, including any updates to such schedule provided by Spreedly to Paysafe from time to time.

**“Spreedly Properties”**

means any software, systems, the Spreedly Platform and/or web sites owned or operated by Spreedly.

<b>“Transaction”</b>	<p>means any payment by a Customer's client for goods and/or services purchased by a Customer's client from and provided by Paysafe, using either:</p> <ul style="list-style-type: none"> <li>(i) a Card, a Card number or otherwise to debit or credit the applicable Card account; or</li> <li>(ii) an APM;</li> </ul> <p>in each case in accordance with the terms of this Agreement and the agreement between a Customer and Paysafe, and in relation to which Paysafe supplies any of the services to Customer, or a reversal of the same. Unless the context requires otherwise, a reference to “Transaction” shall include a reference to a Refund.</p>
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References to any statute or statutory provision or regulation shall (unless expressly stated otherwise in the Agreement) include references to any statute or statutory provision or regulation which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision or regulation (and amendments to, extensions of, consolidations of or replacements of the same). Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Unless the context otherwise requires, words in the singular include the plural and vice versa. Headings and subheadings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of the Agreement. The Schedules to this Agreement are an integral part of this Agreement and reference to the Agreement includes reference to the Schedules. All references to Clauses and Schedules are references to the clauses and schedules to this Agreement and all references to paragraphs are references to paragraphs contained in the Schedules. Any reference in this Agreement to a Party providing its consent or a request shall be deemed to be a reference to prior written consent or a written request (as the case may be).

3. **Term.** The initial term of this Agreement will commence as of the Effective Date and continue for a period of twelve (12) months (the “Initial Term”). Thereafter, this Agreement will automatically be renewed for successive twelve (12) month periods (each a “Renewal Term”) unless either Party gives written notice to the other Party of its intent not to renew at least ninety (90) days prior to the end of the then current term. The “Term” will refer to the Initial Term and any Renewal Terms.

4. **Termination.** (1) If either Party (a) commits a material breach or material default in the performance or observance of any of its obligations under this Agreement, and (b) if capable of remedy, such breach or default continues for a period of thirty (30) days after delivery by the other Party of written notice reasonably detailing such breach or default, then (c) the non-breaching or non-defaulting Party will have the right to terminate this Agreement, with immediate effect, by giving written notice to the breaching or defaulting Party; (2) the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or (3) the other Party has an Insolvency Event Paysafe may terminate the Agreement upon five (5) days' prior written notice if there is a material change in the nature of Spreedly's business. Either Party may terminate the Agreement automatically if any Applicable Laws or the regulations of any Card Schemes are amended in any way that the continued existence of this Agreement would cause such Party to be in breach of the same.

5. **API Licence.** The Parties acknowledge the integration of the Paysafe Services into the Platform as governed by the Professional Services Agreement and Paysafe Integration Statement of Work dated 30<sup>th</sup> June 2021. Paysafe hereby grants to Spreedly for the term of this Agreement a non-exclusive license to use the API for the purposes of providing the Paysafe Services to the Customers. Paysafe may update the Paysafe Services from time to time and shall use reasonable endeavors to provide written notice (which may be by way of email) where such changes, in Paysafe's reasonable opinion, will affect the way the Paysafe Services and the Paysafe API is integrated into the Platform.

6. **Spreedly Integrated Partner.** For the Term of this Agreement, Paysafe will be included as a Spreedly partner gateway, which will include: (a) listing as a partner gateway on Spreedly's public website; (b) a dedicated relationship manager to facilitate joint-publicity and marketing efforts. Paysafe and Spreedly agree to use commercially reasonable efforts to formulate a joint marketing plan. Each Party agrees to designate a relationship manager who shall be responsible for the overall management of their Party's respective efforts and will meet, either in person or by telephone, at mutually agreeable times to review and coordinate sales efforts. Spreedly will maintain the Platform in good working order, regularly update documentation and support existing Platform functionality to Paysafe Services at no additional cost to Paysafe.



7. Support. Each Party will maintain its own support and service level programs which will apply only to its respective services and merchants. Notwithstanding the foregoing, the parties will cooperate to allocate the provision of customer and technical support of mutual customers to the Party who is best positioned to provide such support based on relevant product knowledge and customer interaction. For example, Spreedly will provide support relating to integration of the Platform and any issues with its transaction processing API and Paysafe will provide support relating to issues with Paysafe Services. Paysafe will also designate technical and business contact persons whom Spreedly can contact during regular business hours to handle support questions relating to Paysafe Services.

8. Card Scheme. Spreedly shall comply with the Card Scheme Rules, which are incorporated into this Agreement by reference and available upon request from Paysafe. Should any Card Scheme Rules not be publicly available or otherwise made available to Spreedly such unavailability shall not alter or limit Spreedly's obligation to comply with the Card Scheme Rules. Spreedly must identify any third party that assists Spreedly in performing hereunder and any such third party shall be required to comply with the security, compliance and privacy provisions of this Agreement. Spreedly acknowledges and agrees that third parties who have access to Cardholder data are required by the Card Schemes to be registered with them.

9. PCI Compliance. In providing the Spreedly Platform and referral services, Spreedly acknowledges and agrees that it is required to and shall abide by all Rules, standards, guidelines, practices or procedures recommended or required by the applicable Card Scheme with respect to data security or protection of Cardholder data, as such may be amended from time to time, including, without limitation, Payment Card Industry ("PCI") Data Security Standards ("PCI-DSS"). Each Party is responsible for its compliance and all costs associated with achieving and maintaining compliance with PCI DSS and will upon written request from the other Party promptly provide a certificate issued by a Qualified Security Assessor confirming the same.

#### 10. Trademark Licence.

10.1. Each Party (a "Licensor") hereby grants to the other Party hereto (a "Licensee") a royalty-free, non-exclusive, non-transferable and limited licence to use its Marks for the term of this Agreement solely in connection with offering and promoting the Paysafe Services in accordance with the terms of this Agreement. The Licensor, in its sole discretion from time to time, may change the appearance and/or style of its Marks and Licensor shall give the Licensee sufficient advance notice to implement any such changes it requires (which implementation shall be at Licensor's expense to the extent that any creative materials have already been created by Licensee using the previous Marks in accordance with the Agreement). All such usage shall be in accordance with each Party's reasonable policies regarding advertising and trademark usage as shall be established or changed from time to time in each Party's sole discretion upon written notice to the other Party. Spreedly guidelines for use of the trademarks pertaining to Spreedly Marks that are current as of the Effective Date are attached hereto as Schedule B. The Paysafe guidelines for use of the Paysafe Marks that are current as of the Effective Date are attached hereto as Schedule C. All usage by Licensee of Licensor's Marks shall include the appropriate registered or unregistered trademark symbol and, where space reasonably permits, a legend stating that the "[Licensor's Mark] is a registered trademark of [Licensor]" or a reference to the effect that third-party marks are owned by their respective owners.

10.2. The Licensee hereby acknowledges and agrees that: the Licensor's Marks are owned solely and exclusively by the Licensor or its Affiliates; except for the limited licence granted immediately preceding paragraph, the Licensee has no rights, title or interest in or to the Licensor's Marks; all use of the Licensor's Marks by Licensee shall inure to the benefit of Licensor; Licensee shall not apply for registration of the Licensor's Marks (or any mark confusingly similar thereto) anywhere in the world, and shall not engage, participate or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the Marks; and upon the expiration or termination of the Agreement, the Licensor will cease using the Marks, except as the parties may otherwise agree in writing.

10.3. Any use, adaptation or amendment of intellectual property (except for non-material adaptation or amendments necessitated by the use for a particular purpose as contemplated by the Parties) shall be subject to prior written approval by the Party licensing the intellectual property in question.

10.4. In using the other Party's intellectual property (or intellectual property licensed to that other Party by a third party), each Party shall follow the other Party's reasonable instructions having regard to the purpose of such use under this Agreement and the jurisdiction in which the other Party's intellectual property is used. Paysafe shall retain complete discretion as to any co-branding of any websites, documentation, publicity campaigns, communications or any other materials, and Spreedly must not co-brand any Paysafe materials (including any documents or communications) without Paysafe's prior written consent. Paysafe will have sole control over the "look and feel," material and information of the Paysafe Properties. Intellectual Property Rights. Paysafe shall own all rights, title and interest in and all intellectual property associated with, the Paysafe Properties including, but not limited to, the related look and feel, copyrights, patent rights (including patent applications and disclosures), rights of priority, mask work rights, trade secrets, trademarks or service marks except for the following proprietary





rights which are retained by Spreedly: (i) any Spreedly Marks displayed on the Paysafe properties as trademarks or links (ii) any Confidential Information disclosed to Paysafe by Spreedly.

#### 11. Co-Marketing.

11.1. Spreedly shall not produce any marketing material for the Paysafe Services or use Paysafe's name, logo or trademarks on any marketing material for the Paysafe Services without the prior written consent of Paysafe. Spreedly shall not, without Paysafe's prior written consent, make or give any representations, warranties or other promises concerning the Paysafe Services. Without prejudice to its right to give instructions as set out above, Paysafe reserves the right at any time and in its sole discretion to require Spreedly to stop displaying, distributing or otherwise making use of the intellectual property licensed to the Spreedly by Paysafe.

11.2. PaySafe and Spreedly will meet at regular intervals to discuss opportunities and to formulate co-marketing and publicity. Each Party agrees to designate a relationship manager who shall be responsible for the overall management of their Party's respective efforts. Except as otherwise agreed in writing, the Parties agree to share the cost (if any) of joint marketing equally. For the avoidance of doubt, any resulting agreement is not intended to limit, and will not limit, either Party's ability to market and sell its services outside of any resulting agreement with the other. At Paysafe's request, Spreedly will provide up to two (2) training sessions per calendar year to Paysafe's sales teams on the uses and benefits of the Spreedly Platform.

12. Compensation. As consideration for becoming a Spreedly integrated partner and for Spreedly's referral of Prospective Customers who become accepted Customers Paysafe will pay Spreedly a share of transacted revenue in accordance with the provisions of Schedule A attached hereto.

13. Criteria for Referrals. All Prospective Customers must meet the following criteria: (i) the Prospective Customer's business does not relate to the sale of any Prohibited Goods/Services; (ii) the Prospective Customer must be in good standing with Spreedly, and not in material breach of any terms and conditions between Spreedly and the Prospective Customer; (iii) the Prospective Customer must not have been referred to Paysafe by another third party in the previous 12 months and nor in active discussions with Paysafe for Paysafe Services as a result of such referral; and (v) the Prospective Customer is not currently in receipt of services from Paysafe.

14. Non-Exclusivity. Nothing in this Agreement shall preclude Spreedly from (i) soliciting Customers to enter into a contract with a service provider other than Paysafe or (ii) offering or promoting to Customers other client services, data processing services, or software products by entities other than Paysafe.

15. Promotion Spreedly at all times will conduct itself in an ethical, truthful, professional and courteous manner consistent with the current best practices and any Card Scheme Rules and will not perform any act or make any statements that in any way will harm the goodwill and reputation of Paysafe, or the Customer. It is Spreedly's obligation to know what the industry best practices are, whether or not a written document listing best practices has been provided by Paysafe. Further, Spreedly is responsible for proper conduct of all its Affiliates, agents and subcontractors who may have contact with Prospective Customers. Spreedly will at all times accurately reflect in its communications with Prospective Customers and the materials provided to them: (i) the nature of the Paysafe Services and who is providing the services; and (ii) the nature of the relationship between Paysafe and Spreedly. Spreedly shall: (i) prominently display the Paysafe Marks on the Spreedly Properties, as directed by Paysafe; (ii) not do anything which might reasonably be deemed by Paysafe to bring Paysafe (or its Affiliates) into disrepute, including acting fraudulently in relation to the activities under this Agreement or any other agreement; (iii) agrees that once a Prospective Customer becomes a Customer the rights, title and interest in the benefits of the agreement between the Customer and Paysafe (the "Customer Agreement") are the property of Paysafe and not Spreedly. Paysafe has the right to the continuation of the Customer Agreement for its entire term, as it may be subsequently renewed, without direct or indirect interference by the Spreedly or any party which is a direct competitor of Paysafe, with which Spreedly may become affiliated and who may be introduced to the Customer by Spreedly or an associate of the Spreedly. If, in Paysafe's reasonable determination, Spreedly is found to have interfered with a Customer's legal relationship with Paysafe by encouraging the Customer to terminate the Customer Agreement, without good cause which can be demonstrated to Paysafe, the Parties agree that this will constitute a material breach of this Agreement and will result in: (i) immediate termination of this Agreement and (ii) forfeiture of all rights to future Commission payments that otherwise would have been due after termination of this Agreement.

16. Acceptance of Customers. Paysafe is under no obligation to accept a Prospective Customer, and shall retain complete discretion as to who the Paysafe Services are provided to. Nothing herein shall compel Paysafe to continue to provide Paysafe Services to a Customer. Paysafe is under no obligation to process a Transaction and shall have no liability to Spreedly for any transactions not processed. Paysafe may at its choosing enter into further relationships with Customers to provide additional services outside of the scope of this Agreement. In the event this Agreement terminates, Paysafe is entitled to continue to provide Paysafe Services to a Customer. Paysafe shall continue to pay Commission, if applicable, in accordance with the terms



of this Agreement. Prospective Customers desiring to use Paysafe Services must enter into a written agreement with Paysafe to which the Spreadly is not a Party. Paysafe will enter into agreements with the Customers for the provision of Paysafe Services on such terms as Paysafe in its complete discretion shall determine. Paysafe may amend such terms from time to time as it sees fit.

17. Confidential Information. During the term of this Agreement and thereafter, each receiving Party (each, a "Recipient") will hold in strict confidence any Confidential Information of the other Party (the "Discloser") and will not disclose Discloser's Confidential Information to any third party (other than the Recipient's employees who have a need to know the Confidential Information for the Recipient to perform its obligations hereunder) nor use the Discloser's Confidential Information for any purpose except for carrying out its obligations or exercising its rights under this Agreement. The terms and existence of this Agreement and all non-public information related to the Spreadly Platform and Paysafe Services (e.g., the methods, algorithms, structure and logic, technical infrastructure, techniques and processes used in developing, producing, marketing and/or licensing) are Confidential Information. These restrictions will not restrict the use or disclosure of information disclosed by one Party to the other that (i) is or becomes publicly known other than as a result of any act or omission by the Recipient, (ii) is lawfully received by the Recipient from a third party not in a confidential relationship with the Discloser, or (iii) was already rightfully known by the Recipient prior to receipt thereof from the Discloser. Additionally, the Recipient may disclose the Discloser's Confidential Information to the extent it is required to be disclosed pursuant to applicable law or the valid order of a court or governmental agency, provided that the Recipient must give the Discloser reasonable prior written notice to permit the Discloser to challenge or limit such required disclosure. On the expiration or termination of the Agreement, the Recipient will promptly return to the Discloser all copies, whether in written, electronic, or other form or media, of the Discloser's Confidential Information, or destroy all such copies and certify in writing to the Discloser that such Confidential Information has been destroyed.

18. Mutual Representations and Warranties.

18.1. Each Party represents and warrants to the other that (i) this Agreement has been duly executed and delivered and constitutes a binding agreement enforceable against the executing Party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with the execution, delivery, or performance of this Agreement by the executing Party; (iii) the execution, delivery, and performance of this Agreement by the executing Party do not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound; (iv) that the use, reproduction, distribution, transmission, or display of its respective Marks provided to the other Party pursuant to the Agreement shall not constitute an infringement of any intellectual property rights of any third party or be defamatory or violate any third party's rights of publicity, privacy or personality; (v) that it owns or has the right to use and sub-licence any intellectual property which it uses or licenses for use to the other Party; (vi) its performance under this Agreement is and will be in compliance with any and all Applicable Laws; and (vii) it has acquired and will comply with any and all material licenses and approvals required under rules and regulations of any governmental entity or agency applicable to the performance of its obligations under the Agreement, that it has paid or will pay any necessary fees, costs or expenses associated therewith, and that it has made all disclosures required by such rules and regulations.

18.2. Except as expressly authorized under this Agreement, Each Party represents and warrants that it will not (and will not allow any third party to): (i) copy; rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile, modify, alter or otherwise attempt to copy, access or create any source code that is included in or derived from the other Party's platform, Confidential Information or intellectual property to which it has access under this Agreement; (ii) interfere with or disrupt the integrity or performance of, or attempt to gain unauthorized access to, the other Party's platform or its related systems or networks; or (iii) otherwise use the other Party's platform on behalf of any third party.

19. Disclaimer of Warranties. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, EACH PARTY EXPRESSLY DISCLAIMS ANY FURTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

20. Data Security. Each Party acknowledges that its security procedures and systems are compliant with commercially reasonable best practices and it that will at all times during the term of this Agreement maintain a written information security program establishing at a minimum such safeguards as are generally accepted in the industry by information security professionals as necessary to reasonably protect data during storage, processing, and transmission; consistent with the sensitivity of and widely recognized threats to such data.

21. Data Processing.

21.1. The Parties agree that, at all times, each merchant who is a mutual customer of the Parties will be the controller of personally identifiable information, and that the Parties will process and transfer personal data only with the applicable legal



basis and to the extent legally required, only at the merchant's direction. Each Party will comply with its obligations under the Applicable Laws and regulations for processing of personal data in connection with this Agreement. Paysafe is a controller of Customer Data, collected and processed in compliance with Data Protection Legislation for the purposes of offering the Paysafe Services. Spreedly, when asking, receiving and further processing the Customer Data, will act as independent controller for the purposes of: (i) providing Paysafe with their data for the purposes of the Registration process and/or Paysafe communicating with the Prospective Customer in relation to the Prospective Customer's application; and (ii) accessing a Customer's transaction records in the Merchant Back Office. Spreedly will process Customer Data in accordance with this Agreement and Data Protection Legislation.

21.2. In the event either party becomes aware of an actual or suspected data breach relating to the Customer Data, that party will notify the other within 48 hours of identification of that data breach. After such notification is made, the parties shall consult with one another about the steps that may be necessary or appropriate to investigate, mitigate and remediate the breach and to otherwise discharge their responsibilities under Data Protection Legislation.

21.3. The parties agree to co-operate with each other to the extent necessary to meet their respective obligations under Data Protection Legislation, for example in respect of data portability, subject access requests and requests for rectification, amendment and disposal of Customer Data.

21.4. Unless required otherwise by Applicable Law, Spreedly shall permanently delete the Customer Data upon the occurrence of any of the following: (i) having achieved the purposes for which it received and processed the Customer Data; (ii) termination of this Agreement; or (iii) expiration of the relevant obligation imposed by law; and Spreedly shall certify deletion has taken place and shall allow Paysafe to verify that such deletion has taken place.

21.5. Spreedly shall not be entitled to ownership of Customer Data, nor shall Spreedly retain in his possession any such data, submitted by Customer in the process of submission of the referral or thereafter obtained from the Customer or Paysafe regarding the Customer.

## 22. Intellectual Property Rights.

22.1. Each Party grants to the other Party a limited, nonexclusive, nontransferable license, during the Term of this Agreement, to use its name and logo, in the forms and manner provided by the other Party, for the sole purpose of marketing and promoting their services to potential merchant customers, provided that (i) each such use of a Party's name and logo must be pre-approved by the other Party.

22.2. Spreedly owns and retains all right, title, and interest in and to the Spreedly Platform, including all modifications, improvements, adaptations, enhancements, or translations made thereto, and all intellectual property rights therein or associated therewith. No ownership rights in or to the Platform are transferred to Paysafe by this Agreement or otherwise. Paysafe does not have any rights in or to the Platform except for any limited express rights granted in this Agreement.

22.3. Paysafe owns and shall retain all right, title, and interest in and to Paysafe Services including all modifications, improvements, adaptations, enhancements, or translations made thereto and all intellectual property rights therein or associated therewith. No ownership rights in or to Paysafe Service are transferred to Spreedly by this Agreement or otherwise. Spreedly does not have any rights to Paysafe Services except for any limited express rights granted in this Agreement.

23. Indemnification. Each Party (the "Indemnifying Party") agrees to defend at its own expense, will defend, indemnify, and hold the other Party, and its Affiliates, and its and their respective officers, directors, employees, , harmless from and against any and all damages, losses, liabilities, fines, penalties, judgments, costs, and expenses, including reasonable attorneys' fees incurred by such parties in connection with any third-party (other than an employee, director, consultant or officer of the Indemnified Party) to the extent that such action, claim, or proceeding arise from or are in connection with an actual or alleged infringement of any third party intellectual property right in connection with material provided by the Indemnifying Party, except to the extent any such claims result from the Indemnified Party's acts or omissions, or materials provided by it

## 24. Further Indemnity.

24.1. Spreedly agrees to defend at its own expense, indemnify, and hold Paysafe and its Affiliates, harmless from and against any and all damages, losses, liabilities, fines, penalties, judgments, costs, and expenses, including reasonable attorneys' fees incurred by resulting from any breach by Spreedly of its obligations under clauses 8, 17, 18 and 21 except to the extent any such losses result from Paysafe's own acts or omissions.





24.2. Paysafe agrees to defend at its own expense, indemnify, and hold Spreadly and its Affiliates, harmless from and against any and all damages, losses, liabilities, fines, penalties, judgments, costs, and expenses, including reasonable attorneys' fees incurred by resulting from any breach by Paysafe of its obligations under clauses 17, 18 and 21 except to the extent any such losses result from Spreadly's own acts or omissions.

25. Infringement Remedies. In the event of a claim relating to an infringement, the Indemnifying Party may at its option and sole expense: (i) procure for the Indemnified Party the right to continue to perform the Agreement without the claimed infringement, or (ii) modify its performance to eliminate any claimed infringement so long as such performance of the Agreement is not materially degraded below the level that existed prior to such modification. If the Indemnifying Party is unable to settle, correct or avoid such infringement to the Indemnified Party's reasonable satisfaction and such infringement continues to materially degrade the performance of the Agreement within thirty (30) days of the receipt of the claim, then the Indemnified Party may terminate the Agreement with immediate effect upon providing written notice.

26. Related Matters. The Indemnified Party shall promptly give written notice to the Indemnifying Party of its receipt of any claim for which it would be indemnified pursuant to Clause 23 provided, however, that the failure of the Indemnified Party to provide prompt notice shall only relieve the Indemnifying Party from its obligations hereunder to the extent that such late notice prejudiced its defence or resulted in increased losses. The Indemnifying Party shall have the right to control and direct the investigation, defence and settlement of such matter, provided that the Indemnified Party may, at its own cost, participate in such investigation, defence and settlement of such matter and any appeal arising therefrom. Upon request, the Indemnified Party shall cooperate in all reasonable respects, at the Indemnifying Party's cost and expense, with the Indemnifying Party and such attorneys in the investigation, trial and defence of such claim, and any appeal arising therefrom. If Paysafe is the Indemnified Party, Paysafe shall have the right to approve Spreadly's choice of legal representatives in respect of a Claim (such approval not to be unreasonably withheld).

## 27. Disclaimers and Limitation of Liability.

27.1 Warranty Disclaimer. Except as expressly provided in the agreement, neither Party makes any warranties or conditions either express, implied, or statutory as to the services, products, materials, or information provided hereunder, and to the maximum extent permitted by Applicable Law, hereby expressly disclaims all implied and statutory warranties and conditions including without limitation those of non-infringement, merchantability, and fitness for any particular purpose.

27.2 Subject to Clause 27.4, neither Party shall be liable to the other Party for any: (i) incidental, indirect, exemplary, special or consequential damages; (ii) loss of profits or revenue; (iii) loss of data (other than Personal Data); or (iv) uninterrupted access or interruption to business in any way arising out of or related to this Agreement, regardless of the form of action, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if such Party has been advised of the possibility of or could have foreseen such losses or damages.

27.3 SUBJECT TO CLAUSES 27.2, AND 27.4 AND WITHOUT LIMITING PAYSAFE'S OBLIGATIONS UNDER SECTION 7 (COMPENSATION), IN NO EVENT WILL EITHER PARTY, IN THE AGGREGATE, BE LIABLE FOR DAMAGES IN EXCESS OF THE AMOUNT OF REVENUE SHARE PAID TO SPREADLY BY PAYSAFE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

27.4 Neither Paysafe nor any of its Affiliates, agents or subcontractors will be liable for any delay or failure to perform their obligations under this Agreement to the extent that the delay or failure is caused by any of the following:

27.4.1 Paysafe's belief that a transaction is unauthorised or fraudulent or poses a security risk;

27.4.2 interception or seizure compelled by Applicable Law;

27.4.3 payment instructions received from Spreadly containing incorrect or improperly formatted information; or

27.4.4 any circumstances beyond the reasonable control of such Party preventing the proper performance despite any reasonable precautions taken by Paysafe. Such circumstances may include but are not limited to acts of God, power outages, fire, flood, theft, equipment breakdowns, hacking attacks, internal mechanical or systems failures as well as downtimes of a Paysafe website.

27.5 Nothing in this Agreement shall be construed to subject Paysafe or any of its Affiliates to any liability or obligation under any agreement between Spreadly and any Customers or Prospective Customers.



27.6 Nothing in this Agreement shall operate to exclude or limit any liability of a Party for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) any liability if and to the extent such liability cannot be excluded or limited by Applicable Law; or (iv) the indemnity given by an Indemnifying Party pursuant to Clause 23 (iii); and (v) the indemnity given by Spreedly pursuant to Clause 24.

28. Notices. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder will be in writing and will be delivered by one of the following means, with notice deemed given as indicated in parentheses: (i) by personal delivery (when actually delivered); (ii) by overnight courier (upon written verification of receipt); (iii) by e-mail (upon confirmation of receipt); or (iv) by certified or registered mail, return receipt requested (upon verification of receipt). In each case, such notices will be addressed to a Party at such Party's address set forth in this Agreement (or such other address as updated by such Party from time-to-time by giving notice to the other Party in the manner set forth in this Section 17). This Clause does not apply to the service of any proceedings or other documents in any legal action or any other method of dispute resolution.

29. Relationship of the Parties. The Parties are independent and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply partnership, agency or joint venture.

30. Anti-Bribery. Spreedly shall: comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; promptly report to Paysafe any request or demand for any undue financial or other advantage of any kind received by Spreedly in connection with the performance of this Agreement; and ensure that any person associated with Spreedly who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Spreedly in this Agreement. Spreedly shall be responsible for the observance and performance by such persons of terms equivalent to those imposed on Spreedly in this Agreement and shall be directly liable to Paysafe for any breach by such persons of any of the Relevant Terms. Breach of this Section 25 by Spreedly shall be deemed a material breach under Clause 3 and shall not be capable of remedy.

31. No Third-Party Rights. Except for any indemnified parties set forth in Section 22 or permitted assigns, no provisions of the Agreement, express or implied, create, and shall not be construed as creating, any rights enforceable by any person or entity not a Party to the Agreement.

32. Assignment. Paysafe may assign the Agreement, in whole or in part, without the Spreedly's written consent, at any time upon a written notice to Spreedly. Spreedly may assign the Agreement with Paysafe's written consent. Any attempt to assign the Agreement, other than in accordance with this provision, will be null and void. The Agreement shall be binding on all successors and permitted assigns of the parties. Spreedly may not outsource the performance of any of its obligations under this Agreement without the prior written consent of Paysafe.

33. Survival. Notwithstanding anything to the contrary contained herein, the rights and obligations of the Parties pursuant to Section 9 (Confidential Information), Section 10 (Mutual Representations and Warranties), Section 11 (Disclaimer of Warranties), Section 14 (Intellectual Property Rights), Section 15 (Indemnification), Section 17 (Notices), Section 20 (Survival), and Section 22 (Entire Agreement) herein, along with any provision which by its nature or express terms should survive termination, shall survive any termination or expiration of this Agreement.

34. Applicable Law. The Agreement and any legal relationship between the parties arising out of or in connection with it shall be governed by and construed in accordance with the laws of England regardless of the venue or jurisdiction in which a dispute is being determined. Each Party hereby irrevocably submits to the non-exclusion jurisdiction of the English Courts.

35. Amendment, Severability and Waiver. No change, consent or waiver under this Agreement will be effective unless in writing and signed by the Party against which enforcement is sought. Any delay or failure of either Party to enforce its rights, powers or privileges under this Agreement, at any time or for any period, will not be construed as a waiver of such rights, powers and privileges, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

36. Entire Agreement. The Agreement shall not be effective unless and until the parties have fully executed and delivered it. The Agreement, including all schedules, exhibits and addenda, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings, letters of intent



or other agreements, written or oral, regarding such subject matter. Each Party has reviewed the provisions of the Agreement and had the opportunity to participate fully in any negotiations relating to its terms and conditions. Each Party acknowledges that it has entered into this Agreement in reliance only on the representations, warranties, promises and terms contained in this Agreement and, save as expressly set out in this Agreement, neither Party shall have any liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently. The Agreement may be executed in any number of counterparts, all of which taken together will constitute a single instrument. Execution and delivery of the Agreement may be evidenced by facsimile transmission or by email.

37. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signatures on Next page]

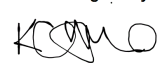
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The Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreedly, Inc.  
("Spreedly")

DocuSigned by:  
  
BE108849DB824F9...

Authorized Signature

Nellie Vail

Print Name


CFO

Title

7/25/2022

Date

Paysafe Financial Services Limited  
("Paysafe")

DocuSigned by:  
  
87C40A46AC364C6...

Authorized Signature

Elliott Wiseman

Print Name

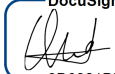
General Counsel

Title

July 14, 2022

Date

Paysafe Payment Solutions Limited  
("Paysafe")

DocuSigned by:  
  
9D0321D7301F487...

Authorized Signature

Konstantinos Maragkakis

Print Name

EEA CEO and Director

Title

July 14, 2022

Date



## SCHEDULE A

### Revenue Share

1. Revenue Share. Except for new business referred to Spreedly by Paysafe, Paysafe will pay Spreedly a share of 0.1% of the gross monthly transaction value successfully transacted through the Spreedly Platform on behalf of Paysafe's merchants, less refunds and chargebacks ("Revenue Share") All Revenue shall be inclusive of VAT and shall be payable provided Spreedly complies with the invoicing requirements set out below.

2. Calculation. The parties agree to cooperate in reasonably good faith to exchange information and records involving the calculation of Revenue Share.

Within thirty (30) days of the end of each calendar month, Paysafe shall make available to the Spreedly via the Merchant Back Office a written statement (the "Statement") setting out, in respect of each Customer referred by Spreedly, the total Revenue Share due to the Spreedly in respect of that Customer's activity in the applicable month (or since the Commencement Date in respect of the first statement).

3. Invoice. Spreedly shall, after receipt of each Statement (and in any event within twelve (12) months of the Statement date), send to Paysafe an invoice in respect of the Revenue Share payable to the Spreedly as set out in that Statement. Paysafe shall be under no obligation to pay the Revenue Share until it is in receipt of a valid and accurate invoice.

Spreedly must submit an invoice to Paysafe in respect of any Revenue Share and/or other sums due and payable to Spreedly by Paysafe arising from a Customer as follows:

(i) Spreedly must submit invoices in respect of any Revenue Share due and payable to Spreedly by Paysafe arising from a Customer located in the United Kingdom to Paysafe at:

Paysafe Financial Services Limited  
Level 27, 25 Canada Square,  
London,  
E14 5LQ,  
United Kingdom

(ii) Spreedly must submit invoices in respect of any Commission due and payable to Partner by Paysafe arising from a Customer located in the European Union to Paysafe at:

Paysafe Payment Solutions Limited  
Grand Canal House,  
Grand Canal Street Upper,  
Dublin 4, DO4 Y7R5  
Ireland

Spreedly is responsible for all tax payments of all kinds on the Revenue Share received and must ensure (at its own expense) that each invoice submitted to Paysafe complies with the relevant VAT calculation regards any tax requirements of the specific jurisdiction in relation to which the invoice is being submitted.

4. Payment. Paysafe will pay each undisputed Spreedly invoice via wire transfer as provided in below within 30 days of the invoice date. All payments will be made in cleared funds and free and clear of, any taxes, levies, imports, duties, charges, fees of any nature now or hereafter imposed by any governmental, fiscal or other authority. Spreedly is responsible for all tax payments of all kinds on the Revenue Share it receives. Paysafe will make all payments in USD.

5. Spreedly acknowledges and agrees the Revenue Share shall only be payable if the Customer has a positive balance on their account with Paysafe. If a Customer has a negative balance, Revenue Share will not be payable for that month and will only be payable once the Customer has a positive balance on their account with Paysafe. If Spreedly has more than one Customer transacting with Paysafe, the Revenue Share will remain payable to the Spreedly for each Customer who has a positive balance on their account with Paysafe.





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6. Paysafe shall have the right, upon thirty (30) days' prior written notice to Spreedly, to adjust the Revenue Share payable in the event of an increase in any fees imposed by any of the Card Schemes, banks, Credit Card issuing associations, or other third party APM providers upon Paysafe, including but not limited to modified interchange rates, modified foreign exchange rates, Merchant Service Fees, transaction fees, monthly fees and administrative fees or fines or as a result of policies beyond Paysafe's control.

7. Wiring Instructions. Paysafe will pay Spreedly via wire to the following account:

BENEFICIARY BANK:	SILICON VALLEY BANK
BENEFICIARY BANK ADDRESS:	3003 TASMAN DRIVE SANTA CLARA, CA 95054
ROUTING & TRANSIT #:	121140399
SWIFT CODE	SVBKUS6S (International wires only)
BENEFICIARY NAME:	Spreedly, Inc.
BENEFICIARY ADDRESS:	300 MORRIS STREET, SUITE 400 DURHAM, NORTH CAROLINA 27701
BENEFICIARY ACCOUNT #:	3301451580



## SCHEDULE B

### Spreedly Marks and Guidelines

#### Trademarks:

Spreedly™

#### Trademark Usage Requirements

Pursuant to the Agreement, the following are the current usage requirements for the Paysafe's's display of the Spreedly Marks, as defined in the Agreement.

##### **A. Logo Design Usage**

Paysafe may display the Spreedly Marks in logo design form in accordance with the guidelines set forth herein, any additional logo guidelines provided by Spreedly from time to time, and pursuant to all limitations set forth in the Agreement. However, Spreedly requires that Paysafe obtain only original digital or camera-ready artwork directly from Spreedly. No re-sampling or other attempted duplication is allowed and no alterations, modifications, cropping or additions to logos are permitted. In all printed materials that involve any graphics and/or color, when the Spreedly Marks are presented in logo form, they must be presented as supplied by Spreedly in the correct colors and format. The typefaces for the Spreedly Marks will always be only those typefaces supplied by Spreedly. Any logos should always be used as received from Spreedly. Original logo art supplied by Spreedly can be enlarged or reduced in size, but must be done in exact proportion to the original height and width.

When any logo design is used, no other mark will be inside of, touching, or in any way a part of, the logo. Any logo must always appear by itself. There must be a border of space of at least 20 percent of the total height of the logo surrounding the logo on all sides in every instance where a logo appears.

Please contact Spreedly to obtain a digital file or other camera-ready copy.

##### **B. No Similar Paysafe Marks.**

Paysafe may not adopt, use or register any other Spreedly Marks that appear to be related to or are similar to the Spreedly Marks. Any new Spreedly Marks created or adopted by company, if such Marks are for products or services marketed in the same general trade channels as the Spreedly Products, must be pre-approved in writing by the Authorised Representative of Spreedly.

##### **D. Additional Restrictions**

The permission to display the Spreedly Marks is a non-exclusive, non-transferable, non-assignable permission that extends only for the purpose of the activities contemplated under the Agreement, and only for the Term of the Agreement.

Paysafe is not permitted to use the Spreedly Marks to disparage Spreedly, its products, or services, or for promotional goods (like shirts, pens, etc.) or in any way which, in Spreedly's reasonable judgment, may diminish or otherwise damage Spreedly's goodwill in the Spreedly Marks, including but not limited to uses that could be deemed to be obscene, violent or otherwise in poor taste or unlawful, or which purpose is to encourage unlawful activities. Spreedly reserves the right to object to unfair uses or misuses of the Spreedly Marks or other violations of Applicable Law.

Nothing in the Agreement or this Usage Requirement document gives Paysafe any right, title or interest in the Spreedly Marks, as defined, or any other Spreedly-owned Mark. Paysafe acknowledges Spreedly's ownership of the Spreedly Marks, and any display by Paysafe of the Spreedly Marks will inure to the sole benefit of Spreedly. Paysafe also acknowledges and agrees not to attack the ownership of, nor to use, register, or attempt to register, the Spreedly Marks or any other Spreedly-owned Marks, nor to use or register any Marks that would cause confusion, or be likely to cause confusion, with the Spreedly Marks or any other Spreedly-owned Marks. The permission to display the Spreedly Marks is subject to approval by Spreedly of Paysafe's use prior to any release or publication of advertising, promotion or packaging, which approval can be withheld, and Paysafe's strict adherence to the guidelines contained herein. All rights not expressly granted in the Agreement are reserved by Spreedly.

These trademark usage guidelines may be amended by Spreedly in writing from time to time.



## SCHEDULE C

### Paysafe Marks and Guidelines

#### Trademarks:

Paysafe®

Paysafe® logo

#### Trademark Usage Requirements

Pursuant to the Agreement, the following are the current usage requirements for the Spreedly's display of the Paysafe Marks, as defined in the Agreement, and as required by the trademark owner Paysafe Holdings UK Limited.

#### **A. Appropriate Symbols and Legends**

Paysafe Marks are registered trademarks, therefore they must appear with the "®" symbol placed on the right "shoulder" of any Mark (i.e., directly next to a Mark in the upper right). The symbol must appear in every instance where a Mark appears in Logo form or outside of body text. The symbol must appear in at least the first iteration of a Mark in body text but may be omitted for convenience in subsequent iterations in the same body text.

#### **B. Logo Design Usage**

Spreedly may display the Paysafe Marks in logo design form in accordance with the guidelines set forth herein, any additional logo guidelines provided by Paysafe from time to time, and pursuant to all limitations set forth in the Agreement. However, Paysafe requires that Spreedly obtain only original digital or camera-ready artwork directly from Paysafe. No re-sampling or other attempted duplication is allowed and no alterations, modifications, cropping or additions to logos are permitted. In all printed materials that involve any graphics and/or colour, when the Paysafe Marks are presented in logo form, they must be presented as supplied by Paysafe in the correct colours and format. The typefaces for the Paysafe Marks will always be only those typefaces supplied by Paysafe. Any logos should always be used as received from Paysafe. Original logo art supplied by Paysafe can be enlarged or reduced in size, but must be done in exact proportion to the original height and width.

When any logo design is used, no other mark will be inside of, touching, or in any way a part of, the logo. Any logo must always appear by itself. There must be a border of space of at least 20 percent of the total height of the logo surrounding the logo on all sides in every instance where a logo appears.

Please contact Paysafe to obtain a digital file or other camera-ready copy.

#### **C. No Similar Paysafe Marks.**

Spreedly may not adopt, use or register any other Paysafe Marks that appear to be related to or are similar to the Paysafe Marks. Any new Paysafe Marks created or adopted by company, if such Marks are for products or services marketed in the same general trade channels as the Paysafe Products, must be pre-approved in writing by the Authorised Representative of Paysafe.

#### **D. Additional Restrictions**

The permission to display the Paysafe Marks is a non-exclusive, non-transferable, non-assignable permission that extends only for the purpose of the activities contemplated under the Agreement, and only for the Term of the Agreement.

Spreedly is not permitted to use the Paysafe Marks to disparage Paysafe, its products, or services, or for promotional goods (like shirts, pens, etc.) or in any way which, in Paysafe's reasonable judgment, may diminish or otherwise damage Paysafe's goodwill in the Paysafe Marks, including but not limited to uses that could be deemed to be obscene, violent or otherwise in poor taste or unlawful, or which purpose is to encourage unlawful activities. Paysafe reserves the right to object to unfair uses or misuses of the Paysafe Marks or other violations of Applicable Law.

Nothing in the Agreement or this Usage Requirement document gives Spreedly any right, title or interest in the Paysafe Marks, as defined, or any other Paysafe-owned Mark. Spreedly acknowledges Paysafe's ownership of the Paysafe Marks, and any display by Spreedly of the Paysafe Marks will inure to the sole benefit of Paysafe. Spreedly also acknowledges and agrees not to attack the ownership of, nor to use, register, or attempt to register, the Paysafe Marks or any other Paysafe-owned Marks, nor to use or register any Marks that would cause confusion, or be likely to cause confusion, with the Paysafe Mark or any other Paysafe-owned Marks. The permission to display the Paysafe Marks is subject to approval by Paysafe of Spreedly's use prior to any release or publication of advertising, promotion or packaging, which approval can be withheld, and Spreedly's strict adherence to the guidelines contained herein. All rights not expressly granted in the Agreement are reserved by Paysafe.



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These trademark usage guidelines may be amended by Paysafe in writing from time to time.