

### STATEMENT OF WORK # 3

**Spreadly, Inc.**  
300 Morris Street  
Suite 400  
Durham, NC 27701

**To:** Jose Rodriguez  
**Customer Legal Name:**  
Delivery Hero Uruguay MarketPlace S.A.  
**RUT Number:** 216639270017  
**Billing Address:** 759 Plaza Independencia,  
Montevideo, Departamento de Montevideo, 11000  
Uruguay

**Date Issued:** April 23, 2024

This Statement of Work ("SOW") is entered into between the entity identified above as "Customer" and Spreadly, Inc. (each a "Party" and collectively, the "Parties") as of the last day it is signed (the "SOW Effective Date") and is subject to the Professional Services Agreement dated December 3, 2020.

In the event of any conflict between the terms of the Agreement and this SOW, this SOW will govern. Capitalized terms used but not defined in this SOW have the meanings set forth in the Agreement or in the applicable documentation at <https://docs.spreadly.com/>.

1. Services. Spreadly will provide the following Professional Services in accordance with the specifications set out in this SOW:

1.1. Spreadly will build support for the Network Token based payments (as indicated in the applicable documentation here: <https://docs.spreadly.com/guides/network-tokenization/>) on Plexo (as indicated in the applicable documentation here: <https://docs.spreadly.com/payment-gateways/plexo/>).

2. Deliverables.

- 2.1. Update Active Merchant with support for new payment method type.
- 2.2. Update Spreadly Core with support for new payment method type, merge to production.
- 2.3. Update Spreadly Documentation.

3. Spreadly Responsibilities. Spreadly will:

- 3.1. Add new payment operations to Spreadly's Active Merchant open-source library.
- 3.2. Merge new payment method to Spreadly's core transaction services and deploy to production.
- 3.3. Test that the new payment method works with the selected gateway.
- 3.4. Publish the applicable integration documentation in Spreadly's technical documentation.

4. Customer Responsibilities. In support of the Professional Services, Customer agrees to:

- 4.1. Furnish any materials, documentation, and resources, including introductions to any third parties, necessary for Spreadly to perform the Professional Services.
- 4.2. Reasonably assist Spreadly in the performance of the Professional Services and ensure that the assigned Customer personnel have the necessary skills, knowledge, and experience to oversee the Professional Services.
- 4.3. Test the results of the Professional Services and Deliverables in accordance with the specifications and acceptance testing process specified in this SOW.



Spreedly is not responsible or liable for any delay or failure of performance arising in whole or in part by Customer's delay in performing, or failure to perform, any of its responsibilities under this SOW or the Agreement.

5. Duration. This SOW will commence on the SOW Effective Date and will continue coterminously with Order Form #1 dated May 26, 2022, and act or event which operates to extend or terminate this Order Form #1 will automatically extend or terminate this SOW.

6. Estimated Timeline. The project work will commence within two (2) to four (4) weeks of the SOW Effective Date and last for approximately two (2) to four (4) weeks. The Professional Services will be performed during Spreedly's normal business hours (9:00am-5pm EST) and workdays Monday through Friday excluding US holidays.

7. Acceptance. When Spreedly has identified the Professional Services under this SOW as completed, Spreedly will provide written notification (email acceptable) to Customer. Customer will have 10 business days (the "Acceptance Period") in which to determine if the Deliverables conform to the specifications in this SOW. Customer will be deemed to have accepted the Deliverables unless, prior to the expiration of the Acceptance Period, Spreedly with a detailed written description of each alleged non-conformance. In such an event, Spreedly will either confirm the non-conformance and commence work on making corrections or inform Customer that Spreedly does not agree that a non-conformance exists and provide Customer with a written explanation for Spreedly's conclusion. Each Party will provide reasonable assistance and information to one another to assist in resolving any disputes regarding Deliverables.

8. Fees. The consideration for the Professional Services under this SOW, Company will use 59 professional services hours from the pre-purchased professional service hours under Order Form #1 dated May 26, 2022, resulting in a balance of 81 remaining professional service hours to be used in future engagements. Non-standard migration scenarios may require more time and effort, therefore Spreedly will notify Customer if it believes that the Professional Services may exceed the estimated time and offer the services at a fee comensory for such non-standard services.

9. Payment Terms. For Professional Services not covered by pre-purchased hours under Order Form #1, Customer will pay to Spreedly the applicable fees within 45 days of invoice date. All payments are subject to the terms prescribed in the Agreement.

Customer may elect to pay all amounts due under this SOW 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

- (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.

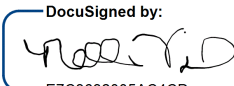
[Signatures on Next Page]



CONFIDENTIAL

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

**Spreedly, Inc.**

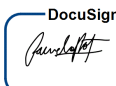
By:   
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Name: Nellie Vail

Title: Nellie Vail - CFO

Date: 5/7/2024

**Delivery Hero Uruguay  
MarketPlace S.A.**

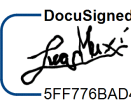
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Name: Pamela Potrie

Title: Director

Date: 5/7/2024

**Delivery Hero Uruguay  
MarketPlace S.A.**

By:   
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Name: Juan Muxí Methol

Title: Managing Director

Date: 5/7/2024