

**ORDER FORM #3****Advanced Vault**

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

**To:**  
**Customer Legal Name:** Cabify Matriz, S.L  
**Billing Address:** C/ Pradillo 42,  
 28002 Madrid, Spain  
**Sales Rep:** John Reed

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 January 1, 2024 (the “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 enterprise services agreement (an “ESA”) currently in force between the Parties, or, in the absence of an ESA, 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, this 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 applicable documentation.

**1) Term.** The Spreedly services under this Order Form will run conterminously with Order Form #2 dated Mar 17, 2023 (“Order Form #2”) any actions or events which operate to extend or terminate Order Form #2 will automatically extend or terminate this Order Form.

**2) Advanced Vault:** Spreedly’s Advanced Vault service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service or (ii) the minimum committed fee of \$500 per month as set out in Table 1 below. 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 1 |                      |                        |
|---------|----------------------|------------------------|
| Tier    | # of Payment Methods | Monthly Fee Per Method |
| 1       | 0 – 149,999          | \$0.025                |
| 2       | 150,000 – 1,499,99   | \$0.01                 |
| 3       | 1,500,000 +          | \$0.0075               |

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.

**3)** Spreedly will begin charging the Advanced Vault fees at the earlier of: (i) the enrollment of the first payment method , or (ii) March 31, 2024. Each payment will be due and payable within thirty (30) days from the receipt of Spreedly’s invoice. All payments are subject to the terms prescribed in the Agreement.



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Customer may elect to pay all amounts due under this Agreement either by:

(a) ACH payment or wire transfer to the following account:

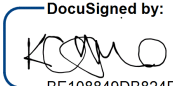
Receiver: Webster Bank  
ABA/Routing #: 211170101  
SWIFT Code: WENAUS31  
Beneficiary: 0024760830  
Spreedly, Inc.  
300 Morris Street, Suite 400  
Durham, NC 27701  
USA

(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 to Spreedly in the Agreement, 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.

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: 12/28/2023

**Cabify Matriz, S.L**

By:  DocuSigned by:  
3EDEFD3B8E31445...

Name: Joao Correia

Title: Chief of Ride-hailing

Date: 12/28/2023