



WORLDPAY CONFIDENTIAL DRAFT

THIS INTRODUCER AGREEMENT is dated December 23, 2021 and is made between

PARTIES:

- (1) **Worldpay (UK) Limited** (company number 07316500) incorporated and registered in England and Wales and whose registered office is at The Walbrook Building, 25 Walbrook, London, EC4N 8AF, United Kingdom ("**Worldpay**");
- (2) **Worldpay, LLC** a Delaware limited liability company and having its principal office at 8500 Governors Hill Drive, Symmes Township, Ohio 45249 ("**Worldpay**"); and
Spreedly, Inc. a Delaware corporation having its principal office at 300 Morris Street, Suite 400, Durham, North Carolina 27701 (the "**Introducer**" and/or "Integrator"), each a "**party**" and together the "**parties**".

BACKGROUND:

- (A) The Worldpay Group provides to merchants, amongst other things, payment processing, acquiring and gateway services in relation to credit, debit, charge, purchase or other card or alternative payment methods, and fraud management services.
- (B) Integrator provides an API-based service designed to help marketplaces, platforms and direct merchants securely create a universal credit card token that works across multiple payment endpoints. Integrator has introduced customers to Worldpay and has further contacts whom it believes may be interested in procuring Merchant Services from Worldpay. Worldpay wishes to be introduced to such contacts by being included in Introducer's payment provider program and is willing to pay Introducer a Commission on the terms of this Agreement if such contacts purchase Merchant Services from it or the Worldpay. Introducer is willing to effect these introductions in return for this commission.

THE PARTIES AGREE the following:

1. Definitions and interpretation

- 1.1 In this Agreement, the following capitalised terms have the following meanings:

Acquiring Services: the authorisation, capture and receipt and disbursement of related funds by Worldpay in relation to a Card transaction;

Affiliates: with respect to a party, any other company or person that, directly or indirectly Controls, is Controlled by or is under common Control with such party;

Applicable Law: any law, regulation, by-law, statute, ordinance or subordinate legislation in force from time to time to which a party is subject; or any binding court order, judgment or decree, and the rules or directions of any Regulatory Authority;

Business Day: means a day other than a Saturday, Sunday or bank holiday in London;

Cards: credit, debit, charge, purchase or other card payment methods issued by a card issuer whose payments Worldpay is able to process under a Card Scheme;

Card Schemes: Visa Europe, Visa Inc, Visa International, Mastercard Worldwide, MasterCard International and/or Maestro Payment Merchant Services, American Express, China Union Pay, Diners Club International, Discover Financial Merchant Services, JCB Laser Card or any other scheme governing the issue and use of Cards;



WORLDPAY CONFIDENTIAL DRAFT

Confidential Information: information of a confidential nature, including business operations, financial condition, customers, products, pricing, Merchant Services, technical knowledge and information of commercial value, disclosed by either party and/or any of that party's Affiliates, its and their employees, officers or representatives to the other party and/or any of that party's Affiliates, its and their employees, officers or representatives;

Commission: has the meaning given to it in clause 4.1(b);

Contract Period: each of the following periods during the term of this Agreement:

- (a) the period commencing on the date of this Agreement and ending on the date falling eighteen (18) months thereafter; and
- (b) each twelve (12) month period thereafter;

"Control" or "Controlled": in respect of a party, the exercise, or ability to exercise or entitlement to acquire, direct or indirect control over such party by means of ownership, contract or otherwise;

Enabled Merchant: a merchant who has entered into a Merchant Services Agreement with Worldpay without an Introduction from the Integrator, and whose transactions are processed by Worldpay through the Interface

Gateway Service: the provision of an online portal that, among other things, supports the processing of authorisation requests and capture requests over the internet;

Group: with respect to a party, that party and its Affiliates and **Group Company** and **Group Companies** shall be interpreted accordingly;

Good Industry Practice: acting in an efficient, effective, reliable, professional and safe manner and with the standard of skill, care, knowledge and foresight which would reasonably and ordinarily be expected from an experienced person engaged in providing services which are the same as, or similar to, obligations under this Agreement;

Industry Mandates: the industry mandates published from time to time by the Card Schemes or the PCI Security Standards Council, to the extent applicable to the use of the Merchant Services by the Introducer's customers, the Interface, the Introducer's Platform or Worldpay's Platform (as applicable);

Interface: an interface between Worldpay's Platform and the Introducer's Platform whose purpose is to enable the Merchant Services to be provided through the Introducer's Platform.

Introducer's Platform: the infrastructure, hardware and software, operated and/or controlled by the Introducer and used to provide the Introducer's services to its customers.

Introduced Merchant: a Prospective Merchant that has entered a Merchant Services Agreement;

Introduction: the completion by Introducer of such online introduction form as notified by Worldpay to Introducer from time to time, providing information such as the contact details of an employee at a Prospective Merchant who knows one or more individuals at Introducer and is of sufficient seniority to authorise or recommend the purchase of the Merchant Services. **Introduce, Introduces** and **Introduced** shall be interpreted accordingly;



WORLDPAY CONFIDENTIAL DRAFT

Introduction Date: for each Prospective Merchant, the date during the term of this Agreement on which Introducer first Introduces such Prospective Merchant to Worldpay;

Introduction Period: for each Prospective Merchant, the period of twelve) (12 months from the Introduction Date;

Losses: means all losses, liabilities and damages and all related costs, expenses and payments made to third parties (including reasonable and properly incurred legal fees and/or expenses) and any assessment fine, or similar charge of any nature which a Network Scheme levies on a party at any time, directly or indirectly in respect of the Merchant Services;

Merchant Services: means among other things, acquiring and gateway services provided by the Worldpay Group to its customers;

Merchant Services Agreement: an agreement for the provision of any Merchant Services entered into during the Introduction Period between one or more Worldpay Group Company(ies) and an Introduced Merchant;

Network Rules: the rules of any Network Scheme in respect of which the Merchant Services are provided;

Network Scheme: a Card Scheme;

PCI DSS: the Payment Card Industry Data Security Standards, as published by the PCI Security Standards Council from time to time;

Prospective Merchant: a party who meets the requirements set out in Schedule 1 (*Prospective Merchant requirements*) to whom a Worldpay Group Company has not at any time previously provided the Merchant Services and with whom Worldpay has not been in bona fide negotiations to provide the Merchant Services in the 12 (twelve) months before the Introduction Date;

Qualifying Amount: the net fees in respect only of Qualifying Merchant Services received by the Worldpay Group from an Introduced Merchant under a Merchant Services Agreement (as it may be renewed, extended or amended), less Taxes, Visa Original Credits, MasterCard Payment Transfers or analogous payment transfers, interchange fees, foreign exchange payments, Cards Scheme fees, applicable third party bank charges and/or APM Scheme fees and similar fees and other associated business costs, as applicable;

Qualifying Merchant Services: means those Merchant Services comprising solely of Acquiring Services and Gateway Services which are provided by Worldpay Group Companies;

Quarter: each period of three calendar months ending on 31 March, 30 June, 30 September and 31 December;

Regulatory Authority: means any governmental or regulatory authority, department, agency, commission, board, tribunal, crown corporation, or other law, rule or regulation making entity (including any stock exchange or Network Rules making body) that any of the parties and/or their Affiliates submit to or are subject to the jurisdiction of in respect of this Agreement, and any successor or replacement of any of the foregoing;

Taxes: all taxes, levies, duties, imposts, charges and withholdings of any nature whatsoever and whether of the United Kingdom, United States or elsewhere, including penalties, charges and interest thereon; and

**WORLDPAY CONFIDENTIAL DRAFT**

Worldpay's Platform: the infrastructure, hardware or software operated and/or controlled by the Worldpay Group and used to provide Merchant Services to its customers.

1.2 In this Agreement, unless otherwise specified:

- (a) headings shall not affect the interpretation of this Agreement;
- (b) words in the singular shall include the plural and vice versa;
- (c) a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; and
- (d) any words following the terms including, include, in particular 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.

2. **Prospective Merchants**

Worldpay appoints Introducer on a non-exclusive basis to identify and Introduce Prospective Merchants to the Worldpay Group.

2.1 Introducer shall:

- (a) serve the Worldpay Group faithfully and diligently and not to allow its interests to conflict with its duties under this Agreement;
- (b) report in writing to the Worldpay Group from time to time on progress made with Prospective Merchants; and
- (c) comply with all reasonable and lawful instructions of Worldpay.

2.2 Introducer shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind any Worldpay Group Company in any way, and shall not do any act which might reasonably create the impression that Introducer is so authorised. Introducer shall not make nor enter into any contracts or commitments nor incur any liability for or on behalf of any Worldpay Group Company, including for the provision of the Merchant Services or the price for them, and shall not negotiate any terms for the provision of the Merchant Services with Prospective Merchants.

2.3 Introducer has already created a documentation sub-site within its internet domain at the URL, <https://docs.spreadly.com/payment-gateways/worldpay/>. Introducer shall work with Worldpay after the commencement of this Agreement, create a marketing sub-site within its internet domain and linked from its home page that contains agreed copy-text expounding the value of the parties' relationship. Save with respect to the foregoing, Introducer shall not produce any marketing material for the Merchant Services or use any Worldpay Group Company's name, logo or trade marks on any marketing material for the Merchant Services without the prior written consent of Worldpay and shall cease any use of any Worldpay Group Company's name, logo or trade marks upon request by Worldpay.

2.4 Introducer shall not, without Worldpay's prior written consent, make or give any representations, warranties or other promises concerning the Merchant Services which are not contained in any Worldpay Group Company's marketing material.

**WORLDPAY CONFIDENTIAL DRAFT****3. Anti-bribery compliance and audit**

3.1 With respect to this Agreement, Introducer covenants and agrees that:

- (a) neither Introducer nor any of its directors, officers, agents, employees or other persons associated with or acting on behalf of Introducer has made, will make, has given, or will give any payments or inducements, directly or indirectly, to any government officials or any other personnel in any jurisdictions in which Introducer conducts business in connection with any opportunity, agreement, license, permit, certificate, consent, order, approval, registration, waiver or other authorization relating to the business of Introducer;
- (b) neither Introducer nor any of its directors, officers, agents, employees or other persons associated with or acting on behalf of Introducer: (a) has used, or shall use any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (b) has made, or will make any direct or indirect unlawful payment to any government official or employee or any other personnel; or (c) has made, or will make any bribe, unlawful rebate, pay off, influence payment, kickback or other unlawful payment in connection with the business of Introducer relating to this Agreement;
- (c) neither Introducer nor any of its directors, officers, agents, employees or other persons associated with or acting on behalf of Introducer has violated, is in violation of, or will violate the Foreign Corrupt Practices Act of the U.S., U.K. Bribery Act, and other applicable anti-bribery and anti-corruption laws;
- (d) Introducer shall have in place throughout the term of this Agreement its own policies and procedures to ensure compliance with this clause 3, and will enforce them where appropriate; and
- (e) Introducer shall promptly report to Worldpay any request for any undue financial or other advantage received by Introducer in connection his Agreement

3.2 Introducer covenants and agrees that the prospective customers, which are the subject of its representation hereunder, are and shall be the ultimate customers or beneficiaries of any Worldpay products and/or services resulting from such representation.

3.3 Introducer additionally covenants and agrees that it shall not retain any sub-agent, sub-contractor, or representative to exercise its rights or perform its obligations hereunder.

3.4 Introducer understands, acknowledges and agrees that Worldpay shall have an irrevocable right to immediately terminate this Agreement as a result of any breach by Introducer of any such undertakings, representations, and agreements set forth herein.

3.5 Introducer further warrants and covenants that it will cause its relevant personnel to submit to a reasonable level of remote access anti-bribery and anti-corruption training at Worldpay's request. Such training will be provided at Worldpay's cost but Introducer will not charge FIS for the time required to undertake the training.

3.6 Introducer shall keep complete, accurate, and up-to-date books and records in accordance with generally accepted accounting principles and sound business practices covering all transactions relating to this Agreement. Auditors acting on behalf of Worldpay, or Worldpay's auditors, shall upon reasonable notice, but not more than once (1) annually, have the right, but not the obligation, to inspect such

**WORLDPAY CONFIDENTIAL DRAFT**

records and facilities in order to determine whether all provisions of this Agreement have been met, subject to Introducer's confidentiality obligations to Introducer's customers. Notwithstanding the foregoing, such confidentiality provisions with Introducer's customers shall not prevent Worldpay from obtaining information as to Introducer's compliance with law in respect to its activities hereunder. The parties agree that all information and records obtained in such audit shall be considered Confidential Information under the Agreement. This right to audit shall be available to Worldpay for up to six (6) months following the termination of this Agreement. In the event that any such audit indicates either (i) Introducer's nonconformity to the requirements of law, or (ii) a disparity between the requirements of this Agreement and the Introducer's actual performance, in addition to any additional rights or remedies that Worldpay can assert, Introducer shall reimburse Worldpay for all penalties and/or fines imposed upon Worldpay arising out of Introducer's non-compliance with law.

4. **Commission and payment**

4.1 Introducer shall be entitled to commission:

- (a) if a Prospective Merchant Introduced by Introducer enters into a Merchant Services Agreement during the Introduction Period; or
- (b) in relation to an Enabled Merchant.

The amount of commission payable shall be as provided in Schedule 2 (*Commission*) (the "**Commission**").

4.2 Worldpay shall notify Introducer in writing of the following for each Introduced Merchant and/or Enabled Merchant:

- (a) In the case of any Introduced Merchant, the date a Worldpay Group Company enters into a Merchant Services Agreement or in the case of an Enabled Merchant confirmation that transactions are being processed by Worldpay through the Interface;
- (b) the pricing agreed for the Qualifying Merchant Services to be provided under the Merchant Services Agreement; and
- (c) the basis (and where applicable, the dates) on which payments for such Qualifying Merchant Services are payable,

not later than twenty (20) Business Days after the Worldpay Group Company enters into such Merchant Services Agreement.

4.3 Worldpay shall within thirty (30) days of the end of the Quarter in which a Worldpay Group Company was due the corresponding payment for Qualifying Merchant Services, send to Introducer a written statement setting out, in respect of that Quarter, the potential Commission payable to Introducer in respect of each Introduced Merchant and/or Enabled Merchant, and a breakdown of how the Commission has been calculated, including details of all deductions made in determining the Qualifying Amount.

4.4 Any Commission payable pursuant to clause 4.1 shall be due to Introducer within ten (10) days of sending the statement to Introducer pursuant to clause 4.3, provided that:

- (a) such payment is subject to Worldpay receiving the corresponding fees from the Introduced Merchant and /or Enabled Merchant;

**WORLDPAY CONFIDENTIAL DRAFT**

- (b) if payment from an Introduced Merchant and/or Enabled Merchant under any Merchant Services Agreement is received in instalments, then the associated Commission shall be calculated and paid on such instalments as they are received; and
 - (c) the Commission payable in respect of the relevant Quarter amounts to not less than £500 (provided that if the Commission payable in respect of the relevant Quarter amounts to less than £500, such Commission shall be added to the amount payable (if any) in respect of the subsequent Quarter).
- 4.5 Any Commission shall be payable by Worldpay to Introducer in pounds sterling. Commission shall be settled by automated BACS transfer to such bank account as is notified by Introducer to Worldpay from time to time. If Introducer requests that the Commission payment be converted into any other currency, then such currency shall be converted at the relevant Worldpay rate at the time of such conversion. Worldpay shall be entitled to deduct any cost, loss or liability arising out of or as a result of such conversion from the amount of such Commission prior to settlement.
- 4.6 All sums payable under this Agreement will be made without a deduction or withholding for, or on account of, Tax imposed or levied by or on behalf of a Tax Authority (a "Tax Deduction") unless such Tax Deduction is required by Law, in which case Worldpay will make such Tax Deduction in the minimum amount required by Law and will pay such amounts as are due to the relevant Tax Authority required in connection with the Tax Deduction within the time allowed by Law. If Worldpay is required to make a Tax Deduction, Worldpay will pay Introducer such additional amounts as are necessary so that Introducer receives, after such Tax Deduction (including any withholding with respect to this additional amount), payment equal to the amount that Supplier would have received if such deduction or withholding had not been made. At the Introducer's request, Worldpay will provide confirmation that the Tax Deduction has been made and/or that the appropriate payment has been paid to the relevant Tax Authority.
- 4.7 In the event that a Tax Authority requires information of Worldpay in relation to the Introducer and/or Introductions made pursuant to this Agreement then the Introducer hereby agrees that Worldpay may provide such information and the Introducer agrees to provide all such assistance and information as required by such Tax Authority or Worldpay.
- 4.8 If Worldpay fails to make any payment due to Introducer under this Agreement by the due date for payment, then, without limiting Introducer's remedies under clause 7, Introducer may charge Worldpay interest on the overdue amount at the rate of two (2)% per year above RBS's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.
- 4.9 Worldpay shall keep separate accounts and records giving correct and adequate details of all Merchant Service Agreements entered into by the Worldpay Group Companies with Introduced Merchants and/or Enabled Merchants, all payments received under them and all deductions made in the calculation of the Qualifying Amount and shall provide a copy of such accounts to Introducer for review within twenty(20) Business Days of completion of each Contract Period. Introducer shall confirm to Worldpay within ten (10) Business Days of receipt of such accounts as to whether or not it agrees with the accounts and in the case of disagreement, the areas of dispute.
- 4.10 Where a Prospective Merchant is Introduced by Introducer and the Prospective Merchant then introduces Worldpay to a third party who purchases Merchant

**WORLDPAY CONFIDENTIAL DRAFT**

Services from a Worldpay Group Company, Introducer shall not, by virtue of such initial Introduction, be deemed to have Introduced the third party to such Worldpay Group Company.

- 4.11 If any dispute arises as to the amount of Commission payable by Worldpay to Introducer, the same shall be referred to an independent third-party auditor agreed to by the parties for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties.
- 4.12 Termination of this Agreement, howsoever arising, shall not affect the continuation in force of this clause 4 and Worldpay's obligation to pay Commission to Introducer in accordance with it.

5. **Obligations of Worldpay**

5.1 Worldpay shall:

- (a) following completion by Introducer of the applicable online merchant introduction form as notified by Worldpay to Introducer from time to time in respect of a Prospective Merchant, assign the Prospective Merchant to a Worldpay Business Development Manager to process that application in accordance with its processes and acceptance checks;
- (b) at its sole discretion and subject to the Prospective Merchant meeting the criteria required by those processes and acceptance checks, commence negotiations with the Prospective Merchant to enter into a Merchant Services Agreement;
- (c) provide relevant training to Introducer (as considered appropriate by Worldpay) in relation to the Qualifying Merchant Services;
- (d) at all material times act in good faith towards Introducer;
- (e) provide Introducer with such information as Introducer reasonably requires to carry out its duties, including marketing information for and details of the Merchant Services, and information about the Worldpay Group Companies;
- (f) not be responsible for any costs incurred by Introducer unless such costs have been agreed by Worldpay in writing, in advance; and
- (g) be under no obligation to follow up any Introduction made by Introducer, or enter into a Merchant Services Agreement.

6. **Confidentiality**

- 6.1 A party may only use the Confidential Information of the other party for the purposes of this Agreement and must keep the existence and the terms of this Agreement and any Confidential Information of the other party confidential except where disclosure is required by Applicable Law or any Regulatory Authority, or is made to a person who must know for the purposes of this Agreement on the basis that: (i) the person keeps the information confidential; and (ii) the party is primarily liable for a breach by that person of the obligation to keep the information confidential.
- 6.2 In particular:
 - (a) the Worldpay Group Companies may use all information disclosed to it by Introducer relating to the market for the Merchant Services and the Prospective Merchants in the development of its business and in marketing

**WORLDPAY CONFIDENTIAL DRAFT**

to such potential clients, both during and after the term of this Agreement;
and

- (b) Introducer may, during the term of this Agreement only, use Confidential Information disclosed to it by any Worldpay Group Company for the purposes of identifying Prospective Merchants and seeking to make Introductions to such Prospective Merchants.

- 6.3 Other than as expressly permitted under this Agreement, on the termination of this Agreement, each party shall forthwith cease to use any Confidential Information of the other and shall return on demand, or at the request of the other, destroy or permanently erase all copies of that Confidential Information in its possession or control, save that (a) either party shall be permitted to retain one copy of such part of the Confidential Information for the purposes of, and for so long as required by, any law or by judicial or administrative process or for its legitimate internal compliance issues and (b) any obligation to destroy or permanently erase Confidential Information shall not be applicable to Confidential Information that forms part of an electronic back-up system which is not immediately retrievable as part of day-to-day business. A party may require the other party to certify compliance with this Clause.

7. Commencement and duration

- 7.1 This Agreement shall commence when it has been signed by each of the parties and shall continue in effect until the later of: (a) the second (2nd) anniversary of the first Introduction made under this Agreement; and (b) the third (3rd) anniversary of the Agreement, in either case unless terminated earlier in accordance with the provisions set out below, and thereafter upon expiry of not less than two (2) months from the date of notice in writing from either party to the other party to terminate.
- 7.2 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may at any time terminate this Agreement with immediate effect by giving written notice to the other party if:
 - (a) the other party commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days after being notified in writing to do so;
 - (b) the other party is unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or any statutory modification or re-enactment of that or an equivalent provision in another jurisdiction; or
 - (c) any step or proceeding is taken, any application, order, resolution or appointment is made, or any notice given, by or in respect of the other party in relation to the whole or part of its undertaking for a distress, execution, the suspension of payments, a moratorium of any indebtedness, a composition, assignment or arrangement with creditors, winding up, dissolution, administration, receivership (administrative or otherwise), or bankruptcy, in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned in the foregoing, except in all cases in relation to a solvent intra-group reorganisation.
- 7.3 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, Worldpay may at any time terminate this Agreement with immediate effect by giving written notice to the Introducer if Worldpay is required to do so under Applicable Law or Network Rules.

8. Contract management

**WORLDPAY CONFIDENTIAL DRAFT**

8.1 Within ten (10) Business Days after the end of each Quarter, the parties' representatives shall schedule a date for a review meeting, which may be held face-to-face or by telephone or video conference call as the parties so determine, to:

- (a) review the performance of the Agreement;
- (b) where applicable, review how the build of the Interface is progressing;
- (c) identify particular Merchant Services to promote or Prospective Merchants to target;
- (d) identify any measures required in order to prevent the re-occurrence of any incidents or problems which arose or occurred in the previous Quarter; and
- (e) identify and seek to resolve any disputes between them.

8.2 The parties will agree on one of their representatives to chair the review meeting and all decisions reached and actions agreed at it shall be recorded in writing by the chosen representative, who will notify the parties within five (5) Business Days of the meeting and if no issues are raised within five (5) Business Days of such notification by the recipient, shall be deemed accepted.

8.3 The holding of a Quarterly review meeting shall not prevent the parties from meeting more frequently should the parties so determine necessary.

9. **Interface**

9.1 The Integrator:

- (a) Has built the Interface; and
- (b) Will continue to configure the Introducer's Platform and perform all necessary technical integration effort required to ensure that the Introducer's Platform is enabled to process payment transactions on behalf of those Introducer's customers that have entered into a Merchant Services Agreement with Worldpay.

9.2 The Integrator will install upgrades to the Interface from time to time in accordance with the timetable, policy and standards mutually agreed between Worldpay and Introducer.

9.3 Worldpay shall provide to the Integrator such information and support as is reasonably requested to enable the Integrator to maintain the Interface including technical support and technical documentation regarding Worldpay's Platform.

10. **Consequences of termination**

10.1 Other than as set out in this clause, neither party shall have any further obligation to the other under this Agreement after its termination.

10.2 The following clauses shall remain in force notwithstanding termination of this Agreement: clause 1, clause 3.1, clause 4, clause 6, and clause 11 to clause 19 (inclusive).

10.3 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

11. **Liability**

**WORLDPAY CONFIDENTIAL DRAFT****11.1 Without prejudice to clause 11.2:**

- (a) neither party shall be liable to the other under this Agreement for any indirect, special or consequential loss or damages whether caused by breach of contract or tort (including negligence or breach of statutory duty) or arising in any other way;
- (b) The Worldpay Group Companies' liability under this Agreement to Introducer for all claims is limited to an amount equal to the total Commission paid or payable to Introducer by the Worldpay Group Companies in the Contract Period prior to the date of the event giving rise to the claim under consideration (or if such event occurs in the first Contract Period, 100% (one hundred per cent) of the Commission estimated to be paid in the first Contract Period;
- (c) Introducer's liability under this Agreement to the Worldpay Group Companies for all claims is limited to an amount equal to the total Commission paid or payable to Introducer by the Worldpay Group Companies in the Contract Period prior to the date of the event giving rise to the claim under consideration (or if such event occurs in the first Contract Period, 100% (one hundred per cent) of the Commission estimated to be paid in the first Contract Period.

11.2 Nothing in this Agreement shall limit either party's liability for: death of personal injury; any liability that cannot be limited by law; any breach of the confidentiality provisions hereunder.**12. Independent status**

Introducer is an independent contractor, and nothing in this Agreement shall constitute the creation, establishment or relationship of partnership, joint venture or employer and employee between the parties.

13. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

14. Assignment**14.1 Except as provided for in this clause 14, neither party may assign, licence or otherwise transfer any of its rights, obligations or liabilities under or in connection with this Agreement without the other party's prior written consent which shall not be reasonably withheld or delayed.****14.2 Worldpay may subcontract, assign or otherwise transfer all or any of its liabilities, rights and obligations under this Agreement to any of its Group Companies.****15. Severability and waiver****15.1 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.****15.2 Any delay or waiver by any party in exercising its rights under this Agreement does not limit or restrict the future exercise or enforceability of those rights.****16. Notices**



WORLDPAY CONFIDENTIAL DRAFT

16.1 All notices served under this Agreement must be in writing and in the English language. Notices must be delivered personally or sent by prepaid recorded post or electronically (including by email and fax) to the address or electronic address (as the case may be) of the recipient party set out in this Agreement or otherwise as notified by that recipient party from time to time.

16.2 Any notice that is served under clause 16 is deemed to be received:

- (a) at the time of delivery, in the case of delivery by hand or by prepaid recorded post; or
- (b) in the case of a notice delivered electronically, at the time on which the electronic communication is sent and no report of non-delivery is received by the sender,

subject in both cases to the time of receipt being a Business Day between 9am and 5pm GMT, failing which delivery is deemed to occur on the next Business Day.

17. Third party rights

No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.

18. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous drafts, Agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

19. Governing law and jurisdiction

19.1 This Agreement and any dispute or claim (including any non-contractual claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual claims) that arises out of or in connection with this Agreement or its subject matter.

THIS AGREEMENT has been duly signed by the parties on the date first written above.



WORLDPAY CONFIDENTIAL DRAFT

Schedule 1: Prospective Merchant requirements

1 Minimum Requirements:

Total card and/or alternative payment method online sales turnover per annum of ten million USD (USD 10,000,000), or equivalent in local currency, unless agreed otherwise.

2 Prohibited sectors

Introducer shall not undertake Introductions in relation to Prospective Merchants in those sectors categorised by Worldpay from time to time as prohibited.



WORLDPAY CONFIDENTIAL DRAFT

Schedule 2: Commission

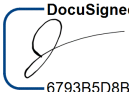
Subject to the provisions of clause 4 of this Agreement, the Commission payable under this Agreement (if any) shall be determined according to the applicable level of total combined Cards and/or Alternative Payment Methods online sales turnover of all Merchants processed by the Worldpay Group Companies ("**Merchant Turnover**") per Contract Period,

The Commission payable to the Introducer shall be £.0075 per successfully paid transaction enabled through Introducer's Platform and 15% of the Qualifying Amount for Introduced Merchant Turnover per Contract Period.



WORLDPAY CONFIDENTIAL DRAFT

SIGNED by
Authorised Signatory
For and on behalf of
WORLDPAY (UK) LIMITED

Eric Queathem, Global Head of Strategy
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