

**ORDER FORM #Q-03411****Spreedly, 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**Sales Rep:** Luke Evans**Order Form Issued:** February 29, 2024**Offer Valid Until:** March 15, 2024

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. effective as of the last day it is signed 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 dated May 26, 2022 currently in force between the Parties.

In the event of any conflict between the terms of the Agreement and this Order Form, the Order Form will govern. Capitalized terms used but not defined in this Order Form have the meanings set forth in the Agreement or in the applicable Documentation.

1. **Term.** The Spreedly services under this Order Form will run conterminously with Order Form #1 dated May 26, 2022 and any actions or events which operate to extend or terminate Order Form #1 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 as set out in Table 1 below or (ii) the minimum committed fee of \$4,620.00 per month. 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	Minimum Monthly Fee
1	0 – 149,999	\$0.025	
2	150,000 – 1,499,999	\$0.006	\$4,620.00
3	1,500,000 +	\$0.005	

**One-Time Discount.** Notwithstanding the foregoing, the total charges for Spreedly's Advanced Vault services will be \$4,620.00 per month through May 26, 2024. Third party fees during this period are not affected by this discount and will still be passed through to Customer.

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. **Payments.**

All Fees are due and payable within 45 days of the invoice date are subject to the terms prescribed in the Agreement.

All payments are subject to the terms prescribed in the Agreement. Customer may elect to pay all amounts due under this Order Form by one or more of the payment methods available under Order Form # 1.

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]

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:

Name:

Title:

Date:

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

By:

Name:

Title:

Date:

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

By:

Name:

Title:

Date: