STATEMENT OF WORK

Moka Integration

This Statement of Work ("SOW"), dated as of 7/2/2021, (the "SOW Effective Date") is being entered into by and between **Moka Ödeme Kuruluşu A.Ş.** ("Company") and Spreedly Inc., a Delaware corporation ("Spreedly"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Professional Services Agreement.

i. **Description of Services and Work Product:** Spreedly will perform the following Services under this SOW:

    a. Spreedly will build a new direct API integration to Moka's REST API (developer.moka.com) in order to support Card payment processing on the Spreedly platform for Customer. The integration will standardly support the following payment operations:

      (i) Authorize

      (ii) Capture

      (iii) Purchase

      (iv) Refund

      (v) Credit (Refund)

      (vi) 3DS

ii. **Key Milestones & Deliverables:**
- Add Moka card payment functions (Authorize, Capture, Purchase, Refund, Credit, 3DS to Spreedly's Active Merchant open source library
- Merge Moka card payment functions (Authorize, Capture, Purchase, Refund, Credit, 3DS Data to Spreedly Core Platform, deploy in Production, and launch Moka as a Supported Gateway on Spreedly including publishing integration documentation at docs.spreedly.com and adding Moka to the Supported Gateways list at spreedly.com

iii. **Client Obligations:** In support of the Services that shall be provided by Spreedly hereunder, Company shall fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:

- Make resources available for testing and review of deliverables in a timely manner
- Provide Spreedly access to Moka partner contact in order to establish a Sandbox environment, documentation, and designated technical point of contact.

iv. **Duration of Statement of Work.** This SOW shall commence on the SOW Effective Date and shall continue until the work product and deliverables as described above have been Accepted by Customer (the "SOW Initial Term").

v. **Timeline.** The project work will commence within two (2) to four (4) weeks of the SOW Effective Date and last for an estimated duration of approximately six (6) to eight (8) weeks.

vi. **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Client shall pay to Spreedly $25,000.00 invoiceable upon execution of this Statement of Work.

vii. **Acceptance.** When Spreedly has identified a Statement of Work as completed, Spreedly shall provide written notification (electronic or otherwise) to Company of the completion. Company shall have 30 days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the Statement of Work. Company shall be deemed to have accepted the deliverable(s) unless, prior to the expiration of the expiration of the Acceptance Period, Company provides Spreedly with a written notice to the effect that one or more of the deliverables fails to conform to the acceptance test. In the event deficiencies are reported by Company during the Acceptance Period, Spreedly will supply the appropriate personnel to investigate, and correct, if necessary, non-conformities within 30 days from the date of the correction of identified non-conformities.

viii. **Termination.**

    a. Either Party is entitled to terminate this Agreement at any time by providing thirty (30) days written notice to the other Party, except as otherwise provided in the Agreement. Termination of this Agreement automatically causes simultaneous termination of all SOWs and/or Change Orders hereto. During the above notice period the Customer shall be accountable for ensuring Spreedly Personnel with the Client Obligations and Spreedly shall continue providing the Services in a professional manner as agreed in the Agreement and/or relevant Change Orders.

b.   Upon termination of this Agreement, the Customer shall be obliged to pay, within thirty (30) days of the effective date of termination, all undisputed fees and expenses in accordance with the terms of this Agreement and/or any Change Order for the Services provided up to the effective date of such termination.

ix.   **Incorporation of Terms.** All other terms and conditions of the Enterprise Services Agreement will apply to this Statement of Work.

Authorized representatives of the parties hereby agreed to and accept the terms of this Statement of Work #1 effective as of the SOW Effective Date.

SPREEDLY, INC.:

By: _____
Name: Justin Benson
Title: CEO

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Justin Benson
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Moka Ödeme Kuruluşu A.Ş.

By: _____
Name: _____
Title: _____

MOKA ÖDEME KURULUŞU A.Ş.
Cumhuriyet Mah. Adnan Menderes Cad.
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