



ORDER FORM #1

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

Offer Valid Until: 31 May 2022

To: Ramp Swaps Accounts Payable
Customer: Ramp Swaps Limited
11850124
Epworth House 25
City Road London EC1Y 1AA, UK ("Ramp Swaps Ltd.")
on its behalf
and on behalf of its affiliate:
Ramp Swaps LLC
87-2664742
8 The Green
Dover, DE 19901 ("Ramp Swaps LLC")

Sales Rep: Lauren Wilson

This Order Form is entered into between Ramp Swaps Ltd. and Ramp Swaps LLC identified above as "Customer" and Spreadly, Inc. (each a "Party" and collectively, the "Parties") as of the last day it is signed (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 Spreadly Terms of Service located at <https://www.spreadly.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 Documentation. The Parties confirm that the terms of ESA are binding to Ramp Swaps LLC with regard to this Order Form.

1) Order Form Term: The Initial Term of this Order Form is 12 months. Thereafter, this Order Form may be renewed for successive one-year periods (each, a "Renewal Term" and, together with the Initial Term, the "Term") upon mutual written consent no less than thirty (30) days prior to its expiration. Without mutual written consent to a Renewal Term, this Order Form will expire subject to Section 9 (Term and Termination) of this Agreement.

In order to minimize disruption of Customer's business, if Customer continues to use the Platform after the expiration of this Order Form, Customer's account will revert to a month-to-month subscription plan at Spreadly's then-current pricing and terms unless Customer provides Spreadly with at least thirty (30) days notice of its intent to discontinue use of the Platform.

The Annual Platform Fee and all API usage fees will increase by 6% annually in each successive Renewal Term. For example, in the first Renewal Term following the Initial Term, the Annual Platform Fee will increase to \$100,700 and the cost per API call will increase to \$0.0050 per API call. Each subsequent annual payment will be invoiced no less than 30 days prior to the anniversary of the Order Form Effective Date.

2) Annual Enterprise Platform Fees: \$95,000 per contract year.

3) API Usage Fees: The customer is purchasing 12,500,000 API calls at a cost per API call rate of \$0.0047 to be consumed over the Initial Term. The total API usage fee during the Initial Term is \$58,750. For the avoidance of doubt, any API calls remaining from the initial allotment of 12,500,000 will expire only at the end of the Initial Term.

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Table 1: Approved Enterprise Pricing for Ramp		
Annual Platform Fee	\$95,000	
Committed Usage	12.5M API calls	\$0.0047
Additional Usage	over 12.5M API calls	\$0.0047
Total Cost	\$153,750	

4) Payments: All payments are subject to the terms prescribed in Section 7 of the Agreement. The total committed fees during the Initial Term of this Order Form are \$153,750 including the platform fees and API usage.

Customer will make quarterly payments, in the amount of \$38,437.50 invoiced every third month from the Order Form Effective Date, with first payment of the Initial Term invoiced within 15 days of the Order Form Effective Date and due 30 days after the invoice date. Subsequent payments will be invoiced on the 1st day of every third month through the Term. All payments will be due and payable 30 days after the invoice date.

Customer has committed to 12.5M API calls to be consumed at any point during the Initial Term. If Customer consumes more than 12.5M API calls, Customer will be billed monthly in arrears at a rate of \$0.0047 per API call.

All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable. Any late payments will accrue a 1.5% monthly service fee applied to Customer's outstanding balance.

Fees do not include any taxes. If Spreedly is legally obligated to collect applicable taxes, such taxes will be invoiced to and paid by Customer, unless Customer provides Spreedly with a valid tax exemption certificate authorized by the appropriate taxing authority.

All payments to be made under this Agreement will be made in cleared funds, without any deduction or set-off, and free and clear of, and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any government, fiscal or other authority, except as required by law. If Customer is compelled to make any such deduction, it will pay Spreedly such additional amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction.

5) Account Updater Service Fees:

Customer may elect to participate in Spreedly's Account Updater program at a cost of \$0.18 per successfully updated card when making a minimum bulk purchase of \$18,000, equivalent to 100,000 successful updates. Customer will prepay a minimum of \$18,000 for use of the service (equivalent to 100,000 successful updates), and that fee will be debited each time the account updater service is performed, and fees are accrued. Customer will be invoiced an additional \$18,000 only when the remaining balance falls below \$1,800.

Customer may elect to pre-purchase more than \$18,000 updates at the same rate. Bulk purchases of updates will be made by executing a new Order Form subject to the terms of the Agreement. Credit for pre-purchased updates will not expire as long as the Agreement remains in force between the Parties.

If Customer elects not to pre-purchase Account Updater updates at the minimum bulk purchase rate of \$18,000, Customer will be billed monthly in arrears at a cost of \$0.20 per successfully updated card.

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

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

Receiver: Silicon Valley Bank
 ABA/Routing #: 121140399
 SWIFT Code: SVBKUS6S
 Beneficiary: 3301451580
 Spreedly, Inc.
 300 Morris Street, Suite 400
 Durham, NC 27701
 USA

- (b) check delivered to the address specified in the relevant invoice.

[Signatures on Next Page]

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

Spreedly, Inc.

Ramp Swaps Limited

By: Justin Benson

By: Szymon Sypniewicz

Name: Justin Benson

Name: Szymon Sypniewicz

Title: CEO

Title: Director

Date: 5/31/2022

Date: 5/31/2022