



AMENDMENT TO SERVICE AGREEMENT

This Amendment (“**Amendment**”) is entered as of June 1, 2019 (“**Amendment Effective Date**”), pursuant to the Service Agreement, dated as of October 26, 2017 (as amended prior to the date hereof, the “**Agreement**”), between Spreedly, Inc., a North Carolina corporation having its principal place of business at 733 Foster Street, Suite 100, Durham, NC 27701 (“**Spreedly**”, “**we**” or “**us**”) and Rappi, Inc., a Delaware corporation having its principal place of business at 535 Mission St., San Francisco, CA (“**Customer**” or “**you**”). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

The parties hereby agree as follows:

1. The parties mutually agree to begin a new 12 month Term on the Amendment Effective Date.
2. Any credit owed to customer, based on fees paid for services not yet received under the previous Agreement, shall be applied to the first invoice of this amendment.
3. Exhibit A shall be amended to be replaced in full with the following:

Customer shall pay Spreedly \$825,000 for 12 months of service (“**Base Annual Fee**”) which shall entitle Customer to the following for the duration of the Term:

Platform Fee: Enterprise 4 Plan	\$325,000
Existing Spreedly End Points	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add new standard PMD endpoint/s	Included
Enterprise Assurance Agreement	Included
API Usage Fee:	\$500,000
Included non-partner API Calls (Annual)	1,000,000,000
Base Annual Fee	\$825,000

The usage fees related to the following partner API calls will be waived as long as partner remains in good standing in the Spreedly gateway partner program:

- A Purchase API call against the partner gateway
- A Capture API call against the partner gateway
- A Refund API call against the partner gateway
- A Void API call against the partner gateway
- An Authorization API call against the partner gateway

Customer will pay the Base Annual Fee for the Term in equal quarterly installments, with the first installment due and payable within 15 days of the Effective Date. Spreedly shall invoice Customer for each subsequent quarterly payment 30 days prior to the three, six and nine month anniversaries of the Effective Date (a “Quarterly Renewal Date”), with such amount due and payable prior to the relevant Quarterly Renewal Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term shall be invoiced 30 days prior to the anniversary of the Effective Date (“Annual Renewal Date”) and shall be due and payable prior to the Annual Renewal Date.

In the event Customer’s actual API usage of the Service exceeds the included volumes used to determine the Base Annual Fee, Spreedly will bill Customer monthly in arrears for overages at a rate of \$0.001 cents per additional API call. In the case when the overages occur in months eleven (11) or twelve (12) of the Term the rate will be \$0.0005.

Enterprise Account Management included: All enterprise accounts benefit from support prioritization and a named account manager

All payments to be made under this Agreement shall 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 governmental, fiscal or other authority save as required by law. If Customer is compelled to make any such deduction, it will pay Spreadly such additional amounts as are necessary to ensure receipt by Spreadly of the full amount which Spreadly would have received but for the deduction.

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

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

Receiver: Silicon Valley Bank
ABA/Routing #: 121140399
Beneficiary: 3301451580
Spreadly, Inc.
733 Foster Street, Suite 100
Durham, NC 27701
USA

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

4. Representations. Each party to this Amendment represents and warrants to the other that (i) it possesses the legal right and corporate power and authority to enter into this Amendment and to fulfill its obligations hereunder; and (ii) its execution, delivery and performance of this Amendment will not violate the terms or provision of any other agreement, contract or other instrument, whether oral or written, to which it is a party.
5. No Other Consents; Conflicting Terms. Except as expressly set forth in this Amendment, the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment will govern the relationship between the parties.
6. Governing Law. This Amendment shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions).
7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic format (e.g., "pdf" or "tif" file format) shall be effective as delivery of a manually executed counterpart of this Amendment.
8. Incorporation of Miscellaneous Provision. Section 13 of the Agreement shall apply hereto as if fully set forth herein, *mutatis mutandis* (it being understood that references therein to "this Agreement" shall be deemed references to "this Amendment").

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Amendment as of the last date of signature below:

Spreadly, Inc.

By: _____
Name: Justin Benson *Justin Benson*
Title: CEO
Date: _____

Customer: Rappi, Inc.

By: _____
Name: Felipe Villamarin
Title: Co-Founder
Date: _____

Audit Trail



This audit trail was created during the document signature process and holds details of parties involved, including email address of signer(s), device IPs, signature timestamp and more. It serves as a digital certificate and can be used as a legal evidence.

FILE NAME	Rappi - Spreedly - Amendment - 1906_11_Jun_2019-000618.pdf
DOCUMENT FINGERPRINT	86046f2c93be0d770b1852d7fee49bdc8cb8edb275b3ad8a846965b9dd34383
DOCUMENT REFERENCE ID	a0d4e8d59bc74b008abb48b4bb09e6c1
INITIATOR EMAIL ADDRESS	diego.alonso@rappi.com
INITIATOR REFERENCE ID	c13d3aaca8e54c9f9f3b49d3d81cb851



LEGAL

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Signature request initiated for **felipe@rappi.com (Felipe Villamarin),**
justin@spreadly.com (Justin)

2019-06-11 00:07:54 UTC

IP: 191.102.76.74



Signed by **felipe@rappi.com (Felipe Villamarin)**

2019-06-11 00:19:55 UTC

IP: 191.102.76.74



Signed by **justin@spreadly.com (Justin)**

2019-06-11 00:30:28 UTC

IP: 70.250.119.131



Signature request completed.

2019-06-11 00:30:29 UTC

IP: 70.250.119.131