

**ORDER FORM #2**

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

To:
Customer Legal Name: IM PRO MAKEUP NY
L.P.
Billing Address: 110 Green St., Floor 2, New York
NY 10012
Sales Rep: Alexandra Fleming

Order Form Issued: Jan 25, 2024

Offer Valid Until: Jan 31, 2024

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. (each a "Party" and collectively, the "Parties") as of January 1, 2024 (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 service agreement (a "SA") currently in force between the Parties dated July 24, 2019, as amended.

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.

1) Order Form Term. This Order Form supersedes and replaces Order Form # 1 dated December 27, 2022 as of the Order Form Effective Date. The Initial Term of this Order Form is 24 months, after which this Order Form will automatically renew for successive 12-month periods (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless either party has provided written notice of its intent to not renew not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service is a "Contract Year".

2) Platform Fees. For each Contract Year, Customer will pay Spreedly the "Annual Platform Fee" in Table 1 which entitles Customer to access and use the services of the Spreedly Platform as set out in the applicable Documentation, including:

- access to Level 1 PCI Compliant Card Storage and Tokenization;
- connections to any of Spreedly's Supported Gateway integrations;
- use of existing 3DS2 services and gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1		
	Year 1	Year 2
Annual Platform Fee:	\$256,000.00	\$256,000.00
API Usage Fee:	\$90,000.00	\$90,000.00
Included API Calls - 90,000,000		
Cost per API Calls - \$0.001		
Advanced Vault - See Table 2 for details	\$234,000.00	\$234,000.00
Professional Support	Included	Included
Committed Annual Fees	\$580,000.00	\$580,000.00

3) API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 90,000,000 API calls per Contract Year to the Spreedly Platform at a cost of \$0.001 per call ("API Usage Fee") to be utilized during the Initial Term. Spreedly will invoice Customer monthly in arrears at the rate of \$0.001 for any additional API call more than the initial purchase volume of 90,000,000. All pre-purchased API calls expire at the end of the Contract Year in which they were purchased.

4) Renewal Terms Fees. Except as otherwise agreed by the Parties in writing, the Annual Platform Fee and API Usage Fee will increase by 3% over the prior Contract Year in each successive Renewal Term.



5) Advanced Vault. For the Initial Term, Spreedly's Advanced Vault service will be charged at the minimum committed annual fee of \$234,000. During each Contract Year, Spreedly will only invoice third-party pass through costs related to the Advanced Vault service up until Customer exceeds 6,500,000 enrolled payment methods, after which Spreedly will charge for each additional payment method greater than 6,500,000 at the rate of \$0.003 per payment method but not exceeding 8,000,000 enrolled payment methods. For clarity, Spreedly will not charge for more than 8,000,000 payment methods enrolled in the Advanced Vault service. 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 2	
Monthly Fee Per Method	Minimum Monthly Fee
\$0.0030	\$19,500.00

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.

6) Support Services. Customer has selected Professional Support. Upon payment of the applicable fees, Spreedly will provide the technical Support Services in accordance with the Support Service Terms posted at <https://www.spreedly.com/support-services-terms> at the support level specified in this Order Form.

7) Product Meetings. Spreedly agrees to participate with Customer in joint quarterly product meetings during the Initial Term.

8) Payments. Customer will pay the total Committed Annual Fees for the first Contract Year in full within thirty (30) days of the Order Form Effective Date. Each subsequent annual payment of the Committed Annual Fees will be invoiced at least thirty (30) days prior to the anniversary of the Order Form Effective Date ("Annual Renewal Date") and will be due and payable sixty (60) days after the invoice date. Customer will pay the applicable fees for Advanced Vault, and additional API Usages Fees (if any), will be invoiced monthly. All Fees are due and payable within thirty (30) days of the invoice date are subject to the terms prescribed in the Agreement. All payments are subject to the terms prescribed in Section 6 of the Agreement, as amended.

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

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

Receiver: Webster Bank
 ABA/Routing #: 211170101
 SWIFT Code: WENAUS31
 Beneficiary: 0024760830

Spreedly, Inc.
 300 Morris Street, Suite 400
 Durham, NC 27701
 USA

or

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

If Customer fails to make any payment when due then, in addition to all other remedies that may be available to Spreedly in the Agreement, 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 Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

SPREEDLY, INC.

IM PRO MAKEUP NY L.P.

By:

DocuSigned by:

Justin Benson

C9132818B2F844A...

Name: Justin Benson

Title: CEO

Date: 2/9/2024

By:

DocuSigned by:

Roy Aron

7AF19E15FDE1452...

Name: Roy Aron

Title: VP

Date: 2/8/2024