

STATEMENT OF WORK**Airwallex Integration**

This Statement of Work ("SOW"), dated as of December 21, 2021, (the "SOW Effective Date") is being entered into by and between Airwallex (Hong Kong) Limited ("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. Phase One: Spreedly will build a new direct API integration to Airwallex's REST API 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) \$0 Authorization
- (iii) Capture
- (iv) Purchase
- (v) Void
- (vi) Refund
- (vii) Credit
- (viii) Third Party Vaulting

b. Phase Two: Spreedly will build support for Airwallex's 3DS2 via Spreedly 3DS Global in order to support PSD2 requirements for authentication leveraging the 3DS2 mechanisms. Spreedly will also build support for Stored Credentials with Airwallex

ii. **Key Milestones & Deliverables:**

- Phase One:
 - Estimated delivery time 6-8 weeks post kickoff
 - Add Airwallex card payment functions for Authorize, \$0 Authorize, Capture, Purchase, Void, Refund, Credit, and Third Party Vaulting to Spreedly's Active Merchant open source library
 - Merge Airwallex card payment functions Authorize, \$0 Authorize, Capture, Purchase, Void, Refund, Credit, and Third Party Vaulting to Spreedly Core Platform, deploy in Production
 - Launch Airwallex as a Supported Gateway on Spreedly including publishing integration documentation at docs.spreedly.com and adding Airwallex to the Supported Gateways list at spreedly.com
- Phase Two:
 - Estimated delivery time 2-4 weeks post 3DS2 support delivery from Airwallex to Spreedly
 - Add Airwallex 3DS to Spreedly Global 3DS documentation
 - Add Stored Credentials to Spreedly's Active Merchant open source library
 - Merge Stored Credentials with Airwallex to Spreedly Core Platform, deploy in production

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 Company partner contact in order to establish a Sandbox environment, documentation, and designated technical point of contact.
- Airwallex must deliver support for third party 3DS in order for Spreedly to complete phase two of the engagement.
- Airwallex must deliver support for Stored Credentials ("external recurring's" for both MIT and CIT transactions) in order for Spreedly to complete phase two of the engagement

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 Company (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 eight (8) to ten (10) weeks or until the entirety of deliverables described herein have been delivered and accepted by Company.

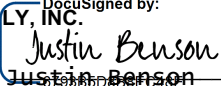
- vi. **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Company shall pay to Spreadly \$30,000.00 invoiceable upon execution of this Statement of Work. No additional amount shall be payable to Spreadly, including with respect to any taxes that may be payable.
- vii. **Acceptance.** When Spreadly has identified a Statement of Work as completed, Spreadly 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 Acceptance Period, Company provides Spreadly 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, Spreadly 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 SOW at any time by providing thirty (30) days written notice to the other Party, except as otherwise provided in the Professional Services Agreement. During the above notice period the Company shall be accountable for ensuring Spreadly Personnel with the Client Obligations and Spreadly shall continue providing the Services in a professional manner as agreed in this SOW.
 - b. Upon termination of this SOW, the Company shall be obliged to pay, within thirty (30) days of receipt of an invoice, all undisputed fees and expenses in accordance with the terms of this SOW and the Professional Services Agreement provided up to the effective date of such termination.
- ix. **Incorporation of Terms.** All other terms and conditions of the Professional Services Agreement will apply to this Statement of Work.

[SIGNATURES ON FOLLOWING PAGE]

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

DocuSigned by:

SPREEDLY, INC.



By: Justin Benson

Name: Justin Benson

Title: CEO

DocuSigned by:

Airwallex (Hong Kong) Limited



By: Jack Zhang

Name: Jack Zhang

Title: CEO