

API Block Sales Order Form

Spreedly, Inc. 300 Morris St, Suite 400 Durham, NC 27701 United States

Customer: VGW Malta Limited (Company Number C74706)

Pursuant to the terms outlined in the Service Agreement dated May 15 2019, as amended by the Amendment to Service Agreement executed May 26 2020, customer elects to purchase 6 additional blocks of 5,000,000 API calls as detailed below and subject to the rights, terms and limitations outlined in the Service Agreement.

Fee for Additional API Calls:	
Included API Calls (6 blocks of 5,000,000 API Calls)	30,000,000
Rate per API call	\$.002
Total Fee	\$60,000

Terms and Conditions:

- Customer will pay Spreedly the compensation set forth in this order form to be invoiced upon signing ("Order Effective Date"). Invoice shall be payable by Customer within fifteen (15) days of its receipt of the invoice.
- 2. API Calls purchased in this Order will be made available to Customer immediately on the Order Effective Date and through the end of the current Agreement term. API calls provided by this Order will not be applied retroactively to usage occurring prior to Order Effective Date. Any overage rates stated in the Agreement will apply to any API call overages incurred prior to Order Effective Date.
- 3. All payments to be made shall be made in cleared USD 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 the 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.
- 4. Fees do not include any taxes. If Spreedly is legally obligated to collect applicable taxes, such taxes shall be invoiced to and paid by Customer, unless Customer provides Spreedly with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 5. <u>No Other Consents; Conflicting Terms</u>. Except as expressly set forth in this Sales Order, any other Agreement between the parties will remain unchanged and in full force and effect.

VGW Malta Limited (Company Number C74706)

By:

Name: Christopher Vella

Title: Director

Date: 24 September 2020