

**ORDER FORM #1**

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

To:
Customer Legal Name: IM PRO MAKEUP NY L.P.
Tax ID:
Billing Address: 110 Greene St. Ste 305
 New York, NY 10012
Sales Rep:

Order Form Issued: Dec 19, 2022

Offer Valid Until: Dec 27, 2022

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 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 Spreedly Terms of Service located at <https://www.spreedly.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.

1) Order Form Term. The Initial Term of this Order Form is 12 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 an "Annual Platform Fee" which entitles Customer to the services set out in the table below.

Platform Fee:	\$306,000
Existing Spreedly Endpoints	Included
PCI Compliant Card Storage	Unlimited
Standard PMD Endpoints	Included
Network Tokenization Service	Included
API Usage Fee:	\$90,000
Included API Calls	90,000,000
Cost per API Call	\$0.001
Annual Platform Fee	\$396,000

3) API Usage Fees. In addition to the Annual Platform Fee, Customer is pre-purchasing 90,000,000 API calls to the Spreedly Platform at a cost of \$0.001 per call ("API Usage Fee") to be utilized during the Contract Year. The total API Usage Fee during the Initial Term is \$90,000.00. 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.



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) Account Updater. Customer has elected to participate in Spreedly's Account Updater service at a cost of \$0.15 per card update. Customer will prepay \$18,000 (equivalent to 120,000 card updates) for use of the Account Updater service which prepayment will be debited each time fees are accrued. Account Updater rates are contingent on Customer maintaining an adequate balance to cover the charges for the service. When the remaining balance falls below \$18,000, Spreedly will invoice Customer an additional amount equal to (i) the greater of \$18,000 and (ii) the cost of the average number of card updates performed during the prior three months of Account Updater activity which amount will be added to Customer's balance for future card updates. Customer may cancel participation in the Account Updater program at any time via a written notification emailed to enterprise@spreedly.com. Due to fees imposed by the card networks and/or third-party service providers, fees for the Account Updater service are subject to change at any time upon no less than 90 days' notice to Customer.

6) Support Services. Upon payment of the applicable fees, Customer will receive access to Spreedly's Red Alert escalation system and the additional technical Support Services in accordance with the terms of the Agreement and Support Service Terms posted at <https://www.spreedly.com/support-services-terms>. In the event of any conflict between the support in the Agreement and the terms posted on Spreedly's website, the Agreement will govern.

7) Payments. Customer will pay the Total 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 Total Annual Fees will be invoiced thirty (30) days prior to the anniversary of the Order Form Effective Date ("Annual Renewal Date") and will be due and payable prior to the Annual Renewal Date. 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 Agreement 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

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

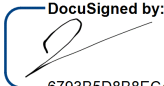
[Signatures on Next Page]



CONFIDENTIAL

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.

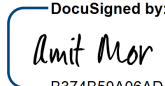
By:  6793B5D8B8EC48E...

Name: Justin Benson

Title: CEO

Date: 12/27/2022

IM PRO MAKEUP NY L.P.

By:  B374B50A06AD45D...

Name: Amit Mor

Title: CSO

Date: 12/27/2022