Spreedly

SERVICE AGREEMENT

Part A: Parties

SPREEDLY		CUSTOMER	
Name:	Spreedly, Inc.	Name:	Westfield Corp. & Westfield Labs Corporation
Address:	116, W. Main Street, Suite 200	Address:	835 Market St Ste. Suite #517
City/State:	Durham, NC 27701	City/State:	San Francisco, CA 94103

PRIMARY SPREEDLY CONTACT		PRIMARY CUSTOMER CONTACT	
Name:	Justin Benson	Name:	Melanie Dolgachev
Title	CEO	Title:	Payments Product Manager
Phone:	919-432-5008	Phone:	(415) 293-0831, (408) 218-7126 mobile
Email:	sales@spreedly.com	Email:	mdolgachev@us.westfield.com

Part B: Terms

1. This Service Agreement (including its exhibits, the "**Agreement**") is effective as of May 25, 2016 ("**Effective Date**") and is between Spreedly, Inc. ("**Spreedly**", "**we**" or "**us**"), and the Customer listed above (the "**Customer**" or "**you**"). Except as otherwise provided herein, this Agreement is subject to the Spreedly Terms of Service ("**Terms of Service**"), which are attached hereto as Exhibit C, and are incorporated herein by reference Together, this Agreement and the Terms of Service constitute a binding agreement between the Customer and Spreedly. To the extent that any term in the Terms of Service conflicts with the terms of this Agreement or any inconsistency between such Terms of Service and this Agreement exists, the terms of this Agreement shall prevail. Spreedly agrees that Customer's affiliates ("**Affiliates**") shall have the same rights as the Customer under this Agreement and that Spreedly owes the same duties and obligations to the Affiliates as it owes to the Customer. The Affiliates shall have the right to enforce their rights under this Agreement independently of the Customer.

2. Provision of Services. Spreedly hereby grants the Customer a worldwide, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense (except for sublicense to Customer's agents in their exercise of Customer's rights under this Agreement), to electronically access and use the Spreedly API for the term of this Agreement. Spreedly shall provide to Customer access to Spreedly's website, any software, programs, documentation, tools, internet-based services, components and any updates thereto provided by Spreedly ("**Services**"). The foregoing shall include the right to permit Customer's employees, consultants, contractors, interns and outsourced workers to access and use the Spreedly API as set forth in this Agreement. Customer may exercise this license directly or via (a) the Scentre Group and (b) any entity in which the Customer (i) owns or controls, directly or indirectly, at least 50% of the stock, partnership shares or membership interests in an entity having the right to vote for or appoint directors thereto, and/or (ii) has the right to determine management direction whether through having a majority representation on a board of directors of a corporation or by holding, directly or indirectly through one or more subsidiaries, at least 50% of the general partnership interests of a partnership.

3. Term: The initial term of this Agreement shall be 17 months from the Effective Date (the "**Initial Term**"). This Agreement may be renewed for future periods equal to one year by mutual written consent of the parties no less than 60 days prior to the end of the then-current term. The "**Term**" shall refer to the Initial Term and any renewals.

4. Termination: Customer may terminate this Agreement with not less than 60 days notice prior to the end of month 12 of the Initial Term. Further, if either party (a) commits a material breach or material default in the performance or observance of any of its obligations under this Agreement, and (b) such breach or default continues for a period of 30 days after delivery by the other party of written notice reasonably detailing such breach or default, then (c) the non-breaching or non-defaulting party shall have the right to terminate this Agreement, with immediate effect, by giving written notice to the breaching or defaulting party. Upon termination, Customer shall remain liable for fees owing through the effective date of termination.

5. Pricing: Spreedly will charge Customer the fees outlined on Exhibit A for use of the Services.

6. Confidential Information.

    a. For the purposes of this Agreement, "**Confidential Information**" means any and all technical and non-technical information, whether in graphic, electronic, written or oral form, disclosed by either Spreedly or the Customer, including the Spreedly API or any API owned or otherwise controlled by the Customer, any ideas, techniques, drawings, designs, descriptions, specifications, works of authorship, patent applications or other filings, models, inventions, know-how, processes, algorithms, software source documents, and formulae related to the current, future, and proposed

technologies, products and services of each of the parties, and also any information concerning research, experimental work, development, engineering, financial information, purchasing, customer lists, pricing, investors, employees, business and contractual relationships, business forecasts, business plans, personally-identifiable information, sales and merchandising, marketing plans of or related to Spreedly or the Customer and information either party provides to the other regarding or belonging to third parties, whether or not labeled or marked as "Confidential," "Proprietary" or with a similar proprietary legend, and which may also be disclosed verbally. "Confidential Information" does not include any information which: (i) now or hereafter enters the public domain through no breach of an obligation of confidentiality or other fault of a party; (ii) the receiving party independently knows free of any obligation of confidentiality at the time of receiving such information; (iii) a third party hereafter furnishes to the receiving party without restriction on disclosure and without breach of any confidentiality obligations; or (iv) employees or agents of a receiving party have independently developed without any use of or reference to any Confidential Information or breaching this Agreement.

b.   Each party shall: (i) only disclose Confidential Information to those employees (and agents) with a need to know and who have agreed to terms at least as restrictive as those stated in this Agreement; (ii) hold in strict confidence and not disclose any Confidential Information to any third party; (iii) protect and safeguard any and all Confidential Information using the same standard of care as it uses to protect and safeguard its own confidential and/or proprietary information, but in no event less than a reasonable standard of care; (iv) use such Confidential Information only to the extent required for the purposes of this Agreement; (v) not reproduce Confidential Information in any form except as required for the purposes of this Agreement; (vi) not reverse-engineer, decompile, or disassemble any software or devices disclosed by the other party; (vii) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (viii) promptly provide the other party with notice upon discovery of any loss or unauthorized disclosure of the Confidential Information or any actual or threatened breach of the terms of this Agreement.

c.   Notwithstanding the foregoing, either party may disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as require by law; or (ii) on a "need-to-know" basis and under an obligation of confidentiality to its legal counsel, accountants, banks and other financing sources and their advisors, or to a Qualified Security Assessor ("QSA") for the purpose of assessing compliance with the Payment Card Industry Data Security Standards ("PCI-DSS").

d.   All Confidential Information (including all copies thereof) shall remain the property of the disclosing party. Upon the request of the disclosing party, the receiving party shall either (a) return such materials to the disclosing party; or (b) certify in writing as to the destruction thereof, provided that Spreedly shall not make any such request while Customer is in good standing under this Agreement if compliance with such request would deprive Customer of the benefits of this Agreement.

7.   Non-solicitation. During the term of this Agreement and for 12 months after any termination of this Agreement, neither party will, without the prior consent of the other party, either directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by the other party. Notwithstanding the foregoing, if such person initiates contact with a party, rather than such party soliciting such person, the party may respond to and hire such person as an employee or independent contractor.

8.   PCI-DSS. Spreedly represents and warrants that, at all times during the duration of this Agreement, it shall be fully compliant with PCI-DSS and all other applicable standards and guidelines issued by the PCI Security Standards Council, LLC, (the "Council") as modified from time to time, and shall, on request or on a periodic basis in accordance with the Card Rules (as defined below), provide proof thereof. In addition:

a.   Spreedly covenants, represents and warrants that, at all times during the duration of this Agreement, it complies with and will comply with all applicable rules and guidelines regarding service providers, third-party agents and processors as issued by the Card Associations (the "Card Rules"), as updated from time to time, and including Card Rules applicable to U.S. and international credit card transactions. The term "Card Associations" means MasterCard, VISA, American Express, Discover, JCB or any other credit card brand or payment card network for or through which Spreedly Processes payment card transactions. "Processes," "Processed" or "Processing" shall mean any operation in relation to Personal Information irrespective of the purposes and means applied including, without limitation, access, collection, retention, storage, transfer, disclosure, use, erasure, destruction, and any other operation. "Personal Information" means any information that identifies or could reasonably be used to identify an individual person, including but not limited to names, cardholder data social security numbers, driver's license numbers, tax identification numbers, addresses and telephone numbers), any information that identifies characteristics (such as qualities, likes, dislikes, propensities or tendencies) of any person, or any information which is compiled or derived from any of the foregoing.

b.   Spreedly represents and warrants that it validates its PCI-DSS compliance as required by the applicable Card Rules, and, as of the effective date of this Agreement, Spreedly has complied with all applicable requirements to be considered compliant with PCI-DSS, and has performed all necessary steps to validate its compliance with the PCI-DSS. Without limiting the foregoing, Spreedly represents and warrants: (i) that it undergoes an Annual On-Site PCI Data Security Assessment ("Annual Assessment") by a QSA and pursuant to its most recent Assessment, it is currently certified as compliant with the current version of PCI-DSS by the QSA; (ii) that it undergoes a quarterly network scan ("Scan") by an approved scanning vendor ("ASV") and that it is has passed its most recent scan.

c.   Spreedly will notify Customer within seven (7) days if it (i) receives a non-compliant Annual Assessment from a QSA; (ii) fails to undergo or complete any Annual Assessment prior to the expiration of the previous year's Annual Assessment; (iii) is unable to pass any of its Scans; or (iv) is no longer in compliance with PCI-DSS.

d.   Spreedly agrees to supply evidence of its most recent Annual Assessment prior to or upon execution of this Agreement. Thereafter, Spreedly shall annually supply to Customer, or make available on www.spreedly.com, evidence of Spreedly's successful completion of its Annual Assessment and will, upon reasonable request, supply Customer with additional evidence of its overall PCI-DSS compliance status.

e.   Spreedly shall, with respect to the Customer's data, use only validated third-party payment applications that have been certified as compliant with the Council's Payment Application Data Security Standards ("PA-DSS"), as updated from time to time.

f.   Upon reasonable written request of Customer, at any time up to 30 days after the termination date of this Agreement (the "Data Transfer Window"), Spreedly shall perform a one-time, free-of-charge export of all Card Data or other credit card or user Information associated with Customer's account to a recipient designated by Customer, provided the recipient has proven that it is PCI-DSS compliant and the transfer is not in violation of any applicable rules, laws or regulations. Upon expiration of the Data Transfer Window, Spreedly reserves the right to delete all of Customer's Card Data and any other account data stored on its servers. If Customer requires additional time to arrange the export of its Card Data to a PCI compliant third party, it may extend the Data Transfer Window for additional 30 day periods by paying the relevant storage fees determined in accordance with Exhibit A of this Agreement. If customer requires additional exports during the Data Transfer Window, each additional export shall incur a $1,500 charge.

g.   Any an all data provided by Customer (or Customer's customers) to Spreedly may only be used by Spreedly to provide the services requested by Customer under this Agreement. In no event may Spreedly use any data provided by Customer (or Customer's customers) to publicize or market their business (e.g. Customer tokens may not be included in the count of vaulted credit cards reported publicly by Spreedly without Customer's prior written consent).

9.   Security. Without limiting the requirements of this Agreement, Spreedly agrees that all Customer Confidential Information (including Personal Information) will be secured from unauthorized access, use, disclosure, loss, theft and Processing using industry standard security practices and technologies. Without limiting the foregoing, Spreedly represents and warrants the following:

a.   Spreedly has in place a comprehensive, written information security program designed to protect the information under its custody, management or control, including all Customer Confidential Information. Spreedly's information security program satisfies the requirements of all data security laws and regulations applicable to Spreedly, and includes the following safeguards: (i) secure business facilities, data centers, servers, back-up systems and computing equipment including, but not limited to, all mobile devices and other equipment with information storage capability; (ii) network, device application, database and platform security; (iii) secure transmission, storage and disposal; (iv) authentication and access controls within media, applications, operating systems and equipment; (v) encryption of Customer Confidential Information placed on any electronic notebook, portable hard drive or removable electronic media with information storage capability, such as compact discs, USB drives, flash drives, tapes; (vi) encryption of Personal Information in transit and at rest; (vii) Personal Information must not be Processed in test, development or non-production environments; and (viii) Personnel security and integrity including, but not limited to, background checks consistent with applicable law and the requirements of this Agreement. "Personnel" means a party's officers, directors, employees and authorized agents who contribute to the performance of such party's obligations under this Agreement. For purposes of the foregoing, a party and its officers, directors, employees and authorized agents shall not be deemed Personnel of the other party.

b.   Spreedly shall regularly, but in no event less than annually, evaluate, test and monitor the effectiveness of its information security program and shall promptly adjust and/or update such programs as reasonably warranted by the results of such evaluation, testing, and monitoring.

c.   All Spreedly Personnel with access to Customer Confidential Information are provided appropriate information security and privacy training to ensure their compliance with Spreedly's obligations and restrictions under this Agreement, with applicable laws and with Spreedly's information security program.

d.   To the extent that Spreedly processes any personal information of European Individuals on behalf of the Customer's European affiliates (the "European Affiliates"), Spreedly agrees that: (i) it shall only process such personal information on the instructions of Customer on behalf of the European Affiliates; (ii) the Standard Contracual Clauses ("SCCs") at Exhibit D shall apply and shall be executed between the European Affiliates and Spreedly; (iii) it shall execute and deliver any necessary documentation (including addendums to this Agreement) as may be required for the purposes of enabling the European Affiliates to comply with applicable data protection law; and (iv) in the event of a conflict between any particular term or element of performance of this Agreement and the SCCs that which is more favourable to the European Affiliate shall apply.

e.   For the purposes of clause 5(f) of the SCCs, the parties agree that European Affiliates shall not exercise their audit rights more than once a year unless: (i) required to do so by the supervisory authority; or (ii) in the event that European

Affiliates reasonably suspects that Spreedly has committed a material breach of its data protection obligations under applicable data protection law and / or this Agreement.

Subject to applicable law, for the purposes of clause 11 of the SCCs, Customer and Spreedly agree that Payment Gateways shall not constitute 'sub-processors'.

10. <u>Breaches of Security.</u>

    a.   "Breach of Security" shall mean any loss, misuse, compromise, or unauthorized access to Personal Information or Confidential Information that Spreedly collects, generates, or obtains from or on behalf of Customer, or any act or omission that compromises or undermines the physical, technical, or organizational safeguards put in place by Spreedly in processing such information or otherwise providing services under this Agreement.

    b.   If there is an actual or suspected Breach of Security involving Personal Information that is stored, managed or received by, or transmitted to Spreedly, Spreedly will notify Customer within 24 hours of becoming aware of such occurrence and will provide such notice to Customer by contacting the primary Customer Contact set forth above.

    c.   In the event of an actual or suspected Breach of Security, Spreedly will cooperate with the Customer to mitigate any harm, will consult with Customer in good faith about remediation and mitigation plans, and will take all steps reasonably necessary to investigate and remediate the effects of such occurrence, ensure the protection of those data subjects that are affected or likely to be affected by such occurrence, prevent the re-occurrence, and comply with applicable laws. Spreedly will, at its own cost, make all notifications to data subjects that are required by law or any Card Association or Acquirer, subject to Customer's approval of the content, form and delivery of such notices to Customer's end users. Spreedly shall not inform any third party of any Breach of Security, except other affected Spreedly customers or as may be strictly required by applicable law, without first obtaining Customer's prior written consent.

11. <u>Insurance.</u> At all times during the Term, Spreedly shall maintain (i) commercial general liability insurance with at least $1,000,000 per occurrence and $2,000,000 in the aggregate and (ii) "errors and omission" (tech and cyber coverage) insurance in an amount not less than $3,000,000. Customer shall be named as an additional insured under each policy and, upon Customer's request, Spreedly shall provide Customer with a copy of such policy or policies or a certificate of insurance evidencing the same. Spreedly shall provide Customer with sixty (60) days advance notice of any material change in such policy or policies.

12. <u>Indemnification.</u> (a) Spreedly shall indemnify, defend and hold harmless Customer against any loss or damage that Customer may sustain or incur (including attorneys' fees and costs), in relation to any claim or action by third party (including, without limitation, any regulatory or government authority), arising out of or related to any alleged breach by Spreedly of Section 6 (Confidential Information), Section 9 (PCI-DSS), Section 10 (Security), or Section 11 (Breach of Security) of this Agreement, or from any negligent or willful act or omission by Spreedly, or arising out of any claim of infringement or similar proprietary right violation;

13. <u>Limitation of Liability.</u> EXCEPT FOR INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, OR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. <u>Miscellaneous.</u> This Agreement shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions). The parties agree that the exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or Federal court located in Wake County, North Carolina. Each party irrevocably waives any and all rights they may have to trial by jury in any judicial proceeding involving any claim relating to or arising under this Agreement. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or court decisions. Neither party may assign nor transfer any rights or obligations under this Agreement without the other party's prior written consent, which may be withheld for any reason or for no reason.

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

Spreedly, Inc.	Customer: Westfield Labs Corporation
By:	By:
Name: Justin Benson	Name: Kevin McKenzie
Title: CEO	Title: Chief Digital Officer
Date: 5/24/2016	Date:

EXHIBIT A

PRICING

Customer shall pay Spreedly $65,000 for 17 months of service ("**Base Annual Fee**"), which shall entitle Customer to the following for the duration of the Initial Term:

Number of stored payment methods	Number of annual transactions	Transaction overage fee	Additional payment method monthly storage fee
Up to 1,000,000	Up to 15,000,000	$.0448 (4.48 cents) per transaction	$.056 (5.6 cents) per payment method

Customer will be invoiced for the Base Annual Fee (less any credits) on the Effective Date. Spreedly will send Customer an invoice thirty (30) days prior to the anniversary of the Effective Date ("**Renewal Date**"). All fees are due and payable, in full, net thirty (30) days of Customer's receipt of Spreedly's invoice.

In the event Customer's actual usage of the Service exceeds the volumes used to determine the Base Annual Fee, Spreedly will bill Customer monthly in arrears for overages determined in accordance with the above pricing schedule.

Payment Gateways: Customer may utilize an unlimited number of gateways and may use any gateway type that Spreedly supports; Spreedly's supported gateways are listed here: https://spreedly.com/gateways. Spreedly will not deprecate a gateway integration without providing Customer with at least twelve (12) months prior notice; provided, however, that such requirement shall not apply to any API that is deprecated outside the control of Spreedly.

EXHIBIT B

SUPPORT; SERVICE LEVEL AGREEMENT

The Transaction Processing Service (as defined below) shall be available 99.95%, measured monthly, excluding scheduled maintenance. Availability means that the services are up and running, accessible by Customer and its end users, without interruption or undue delay. Any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will be excluded from any such calculation. For each period of downtime lasting longer than 30 minutes, Company will credit Customer 5% of Service fees for each period of (i) 30 or more consecutive minutes of downtime, or (ii) 30 or more minutes of downtime in any 24 hour period; provided that no more than two such credits will accrue per day. "**Transaction Processing Service**" means Spreedly's core API responsible for processing Customer's payment transaction requests, and does not include any non-payment transaction Spreedly services such as dashboard reporting.

Downtime shall begin to accrue as soon as the Transaction Processing Service is unavailable to Customer and/or its end users, and continues until the availability of the Transaction Processing Service is restored. Credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

Spreedly shall give no less than 5 business days prior written notice to Customer of all scheduled maintenance. Spreedly shall perform scheduled maintenance in such a way that any interruption of the Transaction Processing Service is kept to a minimum and will provide a maintenance window during which the scheduled maintenance will be carried out (which shall not exceed 60 minutes individually or 24 hours in the aggregate in any month).

Spreedly shall make updates to the Transaction Processing Service available to Customer on a regular basis. In addition, Spreedly shall troubleshoot and resolve errors related to the Transaction Processing Service in accordance with the following table:

Category	Definition	Spreedly Acknowledgement time	Resolution
Low	End-user or Customer complaint that requires investigation by Company (including bugs not impacting API uptime)	Up to 48 hours	Next update
Serious	Customer's use of Transaction Processing Service is severely impaired due to Spreedly-side issue	Up to 1 hour	Within 1 day
Critical	Transaction Processing Service is unavailable due to Spreedly-side issue	Up to 30 minutes	Within 4 hours

Spreedly will provide email support between 8.30 am and 6.30 pm (US Eastern timezone) for Low and Serious issues. Spreedly will provide 24-hours-a-day 7-days-a-week support for Critical and Serious Issues. Customer and its employees and consultants can contact Spreedly at support@spreedly.com with questions about the Transaction Processing Service, to report errors or other problems with the Transaction Processing Service, or to otherwise request support or assistance with respect to the Transaction Processing Service. Spreedly will maintain a sufficient number of Spreedly Support Contacts to ensure timely responses to emails from Customer and to otherwise satisfy Spreedly's obligations under this Exhibit B.

Spreedly has internal systems and procedures in place to notify support personnel of critical and serious issues with the Transaction Processing Service 24 hours a day, 7 days a week. Upon execution of this Agreement, Spreedly will provide Customer with access to a critical alert mechanism.

Exhibit C

Spreedly Terms of Service

The Terms and Conditions described here constitute a legal agreement ("Agreement") between the sole proprietor or business organization listed as the "Organization" on the Service registration page (sometimes referred to as "you," "your", "user") and Spreedly, Inc. ("Spreedly").

Part A: The Spreedly Service

1. Our Role

Our service (the "Service") helps you validate, tokenize and vault credit cards (and other payment types) and then process charges against those payment methods against one or more of the payment gateways that are integrated to the Spreedly platform and/or third party payment method receivers that we support, and, where applicable, automatically update expired or lost credit cards. Spreedly is not a payment gateway or merchant account provider and we do not assume any direct or indirect liability or responsibility for your agreements with payment gateways or merchant account providers supported on our platform. You will be required to register with Spreedly to use the Spreedly Service.

2. Our Software

We provide the Spreedly API and other software to enable you to use the Service. We reserve the right to require you install or update any and all software updates to continue using the Service.

3. Customer Service

We will provide you with customer service to resolve any issues relating to your Spreedly account. You, and you alone, are responsible for providing service to your customers for any and all issues related to your products and services.

4. Security

Spreedly is responsible for protecting the security of Card Data (defined as a cardholder's account number, expiration date and CVV2) in our possession and will maintain commercially reasonable administrative, technical and physical procedures to protect all the personal information regarding you and your customers that is stored in our servers from unauthorized access and accidental loss or modification. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use such personal information for improper purposes.

5. Data Security

You are fully responsible for the security of data on your website or otherwise in your possession. You agree to comply with all applicable state and federal laws and rules in connection with your collection, security and dissemination of any personal, financial, card, or transaction information (defined as "Data") on your website. You agree that at all times you shall be compliant with the Payment Card Industry Data Security Standards (PCI-DSS) and the Payment Application Data Security Standards (PA-DSS), as applicable. The steps you will need to take to comply with PCI-DSS and PA-DSS when using Spreedly will vary based on your implementation. For more information about implementing Spreedly, please refer to our documentation on the Documentation page of our website. If we believe it is necessary based on your implementation and request it of you, you will promptly provide us with documentation evidencing your compliance with PCI DSS and/or PA DSS if requested by us. You also agree that you will use only PCI compliant service providers in connection with the storage, or transmission of Card Data. You must not store CVV2 data at any time. Information on the PCI DSS can be found on the PCI Council's website. It is your responsibility to comply with these standards.

6. Privacy of Others

You represent to Spreedly that to the best of your knowledge you are in compliance with all applicable privacy laws, you have obtained all necessary rights and consents under applicable law to disclose to Spreedly, or allow Spreedly to collect, use, retain and disclose any Card Data that you provide to us or authorize us to collect, including information that we may collect directly from your end users via cookies or other means. If you receive information about others, including cardholders, through the use of the Service, you must keep such information confidential and only use it in connection with the Service. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you receive the express consent of the user to do so. You may not disclose Card Data to any third party, other than in connection with processing a card transaction requested by your customer under the Service and in a manner consistent with PCI DSS and applicable law.

7. Restricted Use

You are required to obey all laws, rules, and regulations applicable to your use of the Service and we reserve the right to restrict access to the Spreedly Service by any person that is considered a Prohibited Business.

8. Prohibited Businesses

The following categories of merchants and business practices are prohibited from using the Spreedly Service ("Prohibited Business"). By signing up for a Spreedly account you acknowledge and confirm that you will not use the Spreedly Service in connection with any of the following businesses, business activities or business practices: (i) online or other non-face-to-face tobacco, e-cigarette sales, or related items (such as personal vaporizers); (ii) marijuana or other drug dispensaries and related businesses, including paraphernalia; (iii) online or other non-face-to-face pharmacies or pharmacy referral services; (iv) pseudo pharmaceuticals or substances designed to mimic drugs; (v) weapons and munitions; (vi) sexually-orientated or pornographic products or services; (vii) gambling, including lotteries, Internet gaming, contests, or sweepstakes; (viii) sports forecasting or odds making; (ix) multi-level marketing or pyramid schemes; (x) negative response marketing; (xi) telemarketing; (xii) engaging in deceptive marketing practices; (xiii) sharing cardholder information with another merchant for payment of up-sell or cross-sell product or service; (xiv) selling social media activity, such as Twitter followers, Facebook likes, or YouTube views; (xv) bail bonds; (xvi) counterfeit products; (xvii) illegal products or services; (xviii) any product or service that intentionally infringes upon the copyright, trademark, or trade secrets of any third party; (xix) credit card and identity theft protection; (xx) bidding fee auctions; (xxi) collection agencies; (xxii) Embassies, foreign consulates, or other foreign governments; (xxiii) firms selling business opportunities, investment opportunities, mortgage consulting or reduction, credit counseling, repair or protection, or real estate purchases with no money down; (xxiv) essay writing services; (xxv) psychic services; (xxvi) mail-order brides; (xxvii) extended warranties; (xxviii) "get rich quick" schemes; (xxix) securities brokers; (xxx) prepaid phone cards, phone services or cell phones; (xxxi) any product, service or activity that is deceptive, unfair, predatory, or prohibited by one or more card networks; (xxxii) funding any of the items included on this Prohibited Businesses list.

If you are uncertain as to whether your business is a Prohibited Business, or have questions about how these requirements apply to you, please contact us.

9. Suspicion of Unauthorized or Illegal Use

We reserve the right to not store or submit any transaction you submit which we believe is in violation of this Agreement, any other Spreedly agreement, or exposes you or other Spreedly users to harm, including but not limited to fraud and other criminal acts. You are hereby granting us authorization to share information with law enforcement about you, your transactions, or your Spreedly account if we reasonably suspect that your use of Spreedly has been for an unauthorized, illegal, or criminal purpose.

10. Disclosures and Notices

You agree that Spreedly can provide disclosures and notices regarding the Service to you by posting such disclosures and notices on our website, emailing them to the email address listed in your Spreedly account, and mailing them to the address listed in your Spreedly account. Such disclosures and notices shall be considered to be received by you within 24 hours of the time it is posted to our website or emailed to you unless we receive notice that the email was not delivered.

11. Spreedly Fees

You agree to pay the fees ("Fees") assessed by us to you for providing the payment services described in this Agreement and in ths SOW

1. Effects of Termination

Upon termination and closing of your Spreedly account, we will immediately discontinue your access to the Service. You agree to complete all pending transactions and stop accepting new transactions through the Service. You will not be refunded the remainder of any fees that you have paid for the Service if your access to or use of the Service is terminated or suspended in good faith. Termination does not relieve you of your obligations as defined in this Agreement. Upon termination you agree: (i) to immediately cease your use of the Service (ii) discontinue use of any Spreedly trademarks and to immediately remove any Spreedly references and logos from your Site (iii) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, and (e) we will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Service, or any termination or suspension of the Service or deletion of your information or account data. At any time within thirty (30) days after terminating your Spreedly account you may request in writing that we transfer Card Data associated with your account to an alternative PCI-DSS Level 1 certified payment processor that you identify to us. We will use commercially reasonable efforts to complete such transfer within ten (10) business days from receipt of your written request.

2. **Your License; Our Trademarks**

Spreedly grants you a personal, limited, non-exclusive, revocable, non- transferable license, without the right to sublicense, to electronically access and use the Service as described in Section 1 of Part A. The Service includes our website, any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you by Spreedly. You will be entitled to download updates to the Service, subject to any additional terms made known to you at that time, when Spreedly makes these updates available.

3. **Ownership**

The Service is licensed and not sold. We reserve all rights not expressly granted to you in this Agreement. The Service is protected by copyright, trade secret and other intellectual property laws. We own the title, copyright and other worldwide Intellectual Property Rights (as defined below) in the Service and all copies of the Service. This Agreement does not grant you any rights to our trademarks or service marks.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Spreedly under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Spreedly does not waive any rights to use similar or related ideas previously known to Spreedly, or developed by its employees, or obtained from sources other than you.

4. **Representation and Warranties**

You represent and warrant to us that: (i) if you are a natural person, you are at least eighteen (18) years of age or, if you are under eighteen (18) years of age have obtained the consent of your parent or legal guardian to your execution of this Agreement and use of the Service in the manner prescribed by Spreedly; (ii) you are eligible to register and use the Service and have the right, power, and ability to enter into and perform under this Agreement; (iii) the name identified by you when you registered is your name or business name under which you sell goods and services; (iv) any sales transaction submitted by you will represent a bona fide sale by you; (v) any sales transactions submitted by you will accurately describe the goods and/or services sold and delivered to a purchaser; (vi) you will fulfill all of your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with the purchaser; (vii) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; (viii) except in the ordinary course of business, no sales transaction submitted by you through the Service will represent a sale to any principal, partner, proprietor, or owner of your entity; (ix) you will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service.

The Service is controlled and operated from its facilities in the United States. Spreedly makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States, foreign and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

5. **Third Party Services and Links to Other Web Sites**

You may be offered services, products and promotions provided by third parties and not by us ("Third Party Services"). If you decide to use these Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with these services. You agree that we are not responsible for the performance of these services. The Spreedly website may contain links to third party websites as a convenience to you. The inclusion of any website link does imply an approval, endorsement, recommendation by us. You agree that you access any such website at your own risk, and that the site is not governed by the terms and conditions contained in this Agreement. We expressly disclaim any liability for these websites. Please remember that when you use a link to go from our website to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our website, is subject to that website's own rules and policies.

6.   Force Majeure

No party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this section will affect or excuse your liabilities and obligations under Section 10, including without limitation for Reversals, Chargebacks, Claims, fines, fees, refunds or unfulfilled products and services.

EXHIBIT D

Commission Decision C(2010)593
Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: Westfield Europe Limited

Address: 6, Midcity Place, 71 High Holborn, London WC1V 6EA

....

(the data exporter)

And

Name of the data importing organisation: Spreedly, Inc.

Address: 116, W. Main Street, Suite 200, Durham, NC 27701

(the data importer)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a)   'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b)   'the data exporter' means the controller who transfers the personal data;

(c)   'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)   'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a)   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:

   (i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

   (ii)   any accidental or unauthorised access, and

   (iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2.   If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

   The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

    (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

    (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely England and Wales.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely England and Wales.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

EXECUTION VERSION

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full): Westfield Europe Limited

Address: 6, Midcity Place, 71 High Holborn, London WC1V 6EA

Position: Director, Corporate and General Counsel

Signature...

On behalf of the data importer:

Name (written out in full): Spreedly, Inc.

Address: 116, W. Main Street, Suite 200, Durham, NC 27701

Position: CEO

Signature...

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter
The data exporter is (please specify briefly your activities relevant to the transfer): a shopping centre company with various centre locations in London and other areas of the United Kingdom. The data exporter collects personal data about visitors to its shopping centres

Data importer
The data importer is (please specify briefly activities relevant to the transfer): providing payment gateway support services and application programme interface

Data subjects
The personal data transferred concern the following categories of data subjects (please specify): shoppers, visitors to the data exporter's shopping centres, visitors to the data exporter's apps, websites

Categories of data
The personal data transferred concern the following categories of data (please specify):
Names, cardholder data social security numbers, driver's license numbers, tax identification numbers, addresses and telephone numbers), any information that identifies characteristics (such as qualities, likes, dislikes, propensities or tendencies) of any person

Special categories of data (if appropriate)
The personal data transferred concern the following special categories of data (please specify):None

Processing operations
The personal data transferred will be subject to the following basic processing activities (please specify): processing payments

DATA EXPORTER (WEL)

Name:......Leon...Shelley...

Authorised Signature ....

DATA IMPORTER (SPREEDLY)

Name:..Justin.Benson...........

Authorised Signature :.....................

EXECUTION VERSION

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Spreedly is a PCI Level 1 compliant service. As such, we undergo an annual review from an outside certified PCI compliance auditor to ensure our technical and business processes comply the the strict controls around securely handling sensitive consumer data...

...

DATA EXPORTER (WEL)

Name:......Leon Shelley...

Authorised Signature ....

DATA IMPORTER (SPREEDLY)

Name:...Justin Benson............

Authorised Signature.......................