



AMENDMENT TO SERVICE AGREEMENT

This Amendment ("**Amendment**") is entered as of March 7, 2018, pursuant to the Service Agreement, dated as of March 30, 2016 (as amended prior to the date hereof, the "**Agreement**"), between Spreedly, Inc., a North Carolina corporation having its principal place of business at 733 Foster Street, Suite 100, Durham, NC 27701 ("**Spreedly**", "**we**" or "**us**") and Plus500, LTD., having its principal place of business at Building 25, MATAM Haifa, 31905 Israel ("**Customer**" or "**you**"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

The parties hereby agree as follows:

1. Consent. Pursuant to Section 3 of Part B of the Agreement, the Term of the Agreement may not be extended without the mutual written consent of the parties. The parties hereby mutually agree to extend the Term of the Agreement for an additional one-year period, effective March 30, 2018.

2. Section 3 of Part B of the Agreement, the Term, shall be replaced with the following terms:

Term. the initial term of this Agreement shall be one year from the Effective Date (the "Initial Term"), unless otherwise terminated in accordance with the provisions of Section 4. This Agreement shall automatically renew at the expiry of each Term (and each successive Renewal Term) for future periods equal to one year ("Renewal Term") unless either party gives written notice of its intent to terminate the Agreement no less than 60 days prior to the end of the then current term. The "Term" shall refer to the initial Term and any Renewal Terms.

3. Exhibit A shall be replaced with the following terms (listed below)

Customer shall pay Spreedly \$33,000 for 12 months of service ("Base Annual Fee"), which shall entitle Customer to the following for the duration of the Term:

Platform Fee: Scaling Plan	\$18,000
Existing Spreedly Endpoints	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add new standard PMD endpoint/s	Included
API Usage Fee:	\$15,000
Included non-partner API calls	3,000,000
Additional per API Call Usage Fee	\$0.005
Active Partner Endpoints per API Call Fee	\$0.005
Total Year One Fee	\$33,000

The usage fees related to the following partner API calls will be waived as long as the Partner remains in good standing in the Spreedly Gateway Partner program:

- A Purchase API call against the partner gateway
- A Capture API call against the partner gateway
- A Refund API call against the partner gateway
- A Void API call against the partner gateway
- An Authorization API call against the partner gateway

Customer will pay the Base Annual Fee in full within 15 days of the date of this Amendment. Each subsequent payment shall be invoiced 30 days prior to the anniversary of the Effective Date ("**Annual Renewal Date**") and shall be due and payable prior to the Annual Renewal Date.

In the event Customer's actual API usage of the Service exceeds the included volumes used to determine the Base Annual Fee, Spreedly will bill Customer monthly in arrears for overages at a rate of \$0.005 cents per additional API call.

All payments to be made under this Agreement shall be made in cleared 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 Customer is compelled to make any such deduction, it will pay Spreadly such additional amounts as are necessary to ensure receipt by Spreadly of the full amount which Spreadly would have received but for the deduction.

Customer may elect to pay all amounts due under this Agreement by:

- (a) wire transfer to the following account:

Receiver: Silicon Valley Bank
ABA/Routing #: 121140399
Beneficiary: 3301451580
Spreadly, Inc.
733 Foster Street, Suite 100
Durham, NC 27701
USA

4. Representations. Each party to this Amendment represents and warrants to the other that (i) it possesses the legal right and corporate power and authority to enter into this Amendment and to fulfill its obligations hereunder; and (ii) its execution, delivery and performance of this Amendment will not violate the terms or provision of any other agreement, contract or other instrument, whether oral or written, to which it is a party.
5. No Other Consents; Conflicting Terms. Except as expressly set forth in this Amendment, the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment will govern the relationship between the parties.
6. Governing Law. This Amendment shall be governed by the laws of the State of Delaware (without regard to its choice of law provisions).
7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic format (e.g., "pdf" or "tif" file format) shall be effective as delivery of a manually executed counterpart of this Amendment.
8. Incorporation of Miscellaneous Provision. Section 13 of the Agreement shall apply hereto as if fully set forth herein, *mutatis mutandis* (it being understood that references therein to "this Agreement" shall be deemed references to "this Amendment").

[SIGNATURES ON FOLLOWING PAGE]

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

Spreedly, Inc.

By: 

Name: Justin Benson

Title: CEO

Date: 3/14/2018

Customer: Plus500, LTD

By: 

Name: ASAF ELIMELECH

Title: CEO

Date: 11.03.2018