

**ORDER FORM #Q-09885 (Restated)**

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

**To:** James Pugh  
**Customer Legal Name:** Airtime Rewards Limited  
**VAT:** GB192571979  
**Billing Address:** Queens House, Manchester, Greater  
Manchester, M2 5HT, United Kingdom  
**Sales Rep:** Randa El Hankari

**Order Form Issued:** March 31, 2025

**Offer Valid Until:** April 25, 2025

This restatement of Order Form #Q-03834 dated April 1, 2025 adds a service start for the Initial Term. All other terms remain the same and will be deemed effective as of April 1, 2025. This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. effective as of the last day it is signed ("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 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, the 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. **Term.** The Initial Term of this Order Form is 12-months, after which this Order Form will terminate unless the parties agree in writing to renew for an additional 12-month period (a "Renewal Term" and, together with the Initial Term, the "Term"). To ensure that Customer will not experience an interruption in access to the Platform, if Customer continues to use the service after non-renewal of this Order Form, Customer's account will revert to a month-to-month subscription plan at the then-current list pricing governed by the Terms of Service. The services and Initial Term will begin May 11, 2025.

2. **Platform Fees.** For each Contract Year, Customer will pay Spreedly the "Annual Platform Fee" in Table 1 which entitles Customer to access and use the services of the Spreedly Platform as set out in the applicable Documentation, including:

- access to Level 1 PCI Compliant Card Storage and Tokenization;
- connections to any of Spreedly's Supported Gateway integrations;
- use of existing gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	\$18,000.00
API Usage Fee:	\$64,000.00
Included API Calls – 3,200,000	
Cost per API Call – \$0.02	
Business Support	Included
<b>Committed Annual Fees</b>	<b>\$82,000.00</b>

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 3,200,000 API calls to the Spreedly Platform at a cost of \$0.02 per call ("API Usage Fee") to be utilized during the Initial Term. If Customer exceeds 3,200,000 API calls in any Contract Year, Spreedly will charge Customer monthly in arrears at the then-current list pricing for API calls.

4. **Renewal Fees.** Except as otherwise agreed by the Parties in writing, this Order Form will automatically renew as described in Section 1 at the same committed usage (if any). The Annual Platform Fee and the API Usage Fee will be renewed at the then-current list pricing at time of renewal.

5. Support Services. Customer has selected Business Support. Upon payment of the applicable fees, Spreadly will provide the technical Support Services in accordance with the Support Service Terms posted at <https://www.spreadly.com/support-services-terms> at the support level specified in this Order Form.

6. Payments. Customer will pay the Committed Annual Fees in equal monthly installments. Additional API Usage Fees (if any) are invoiced monthly in arrears at the rates stated in this Order Form. All Fees are due and payable within 30 days of the invoice date and are subject to the terms prescribed in the Terms of Service.

Customer will continue to be billed under their current monthly plan until the start of the Initial Term as described in Section 1.

Customer may elect to pay all amounts due under this Order Form either by:

- (a) ACH payment or wire transfer to the following account:

Receiver: Webster Bank  
ABA/Routing #: 211170101  
SWIFT Code: WENAUS31  
Beneficiary: 0024760830

Spreadly, Inc.  
300 Morris Street, Suite 400  
Durham, NC 27701  
USA

or

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

If Customer fails to make any payment when due then, in addition to all other remedies that may be available, Spreadly may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

[Signatures on Next Page]

The Parties have executed this Order Form by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

**Spreedly, Inc.****Airtime Rewards Limited**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: