

Release Order

DATE: This Release Order will be effective on the date of 1st August 2021 (the “**Release Order Effective Date**”).

BP reference number: CW192723

Description: For the licensing and use of payments orchestration software services from Spreadly, Inc. for the purposes of payment method tokenization and proxy-services as described in the agreement.

This Release Order is executed under an agreement (BP reference number CW192660) between BP INTERNATIONAL LIMITED and Spreadly, Inc. with the effective date of June 1st 2021 (the “**Global Agreement**”).

Parties:

- (1) BP INTERNATIONAL LIMITED, a company incorporated in England and Wales (registered no. **00542515**) having its registered office at Chertsey Road, Sunbury on Thames, Middlesex, TW16 7BP, United Kingdom (the “**Customer**”); and
 - (2) *Spreadly, Inc.*, a company incorporated in the State of Delaware having its principal office at 300 Morris Street, Suite 400, Durham, North Carolina, USA 27701, (the “**Supplier**”).
- 1 This Release Order shall be constructed and interpreted in accordance with clauses 1 and 2 of the Global Agreement.
 - 2 This Release Order incorporates the following Attachments:
 - 2.1 Attachment 1: Service Description
 - 2.2 Attachment 2: Pricing and Financial Provisions
 - 2.3 Attachment 3: Special Conditions
 - 3 This Release Order shall take effect on the Release Order Effective Date and, subject to termination and extension rights in the Global Agreement and Attachment 2 hereto, shall expire on 31 July 2023. The Services shall commence on the Service Commencement Date specified in Attachment 1 (*Service Description*).
 - 4 Each Party shall have the additional or varied rights and obligations given to it in Attachment 3 (*Special Conditions*).
 - 5 A notice under or in connection with this Release Order shall be in writing and in English. A notice shall be deemed given when delivered in person or five (5) days after proper mailing to the postal address set out below:

Customer: <i>BP International Limited</i>	Supplier: <i>Spreadly, Inc.</i>
Address: Procurement Contracts Administrator (UK) – Retail Technology Procurement BP ICBT, Chertsey Road, Sunbury on Thames,	Address: 300 Morris Street, Suite 400, Durham, North Carolina, USA 27701

Middlesex. TW16 7LN. UK	
For the attention of: Category Specialist – Retail Technology	For the attention of: Nellie Vail VP of Finance and International Operations

6 This Release Order and its Attachments, the General Terms, incorporated Schedules and any other documents referred to in the Release Order constitute the entire agreement between the Parties with respect to the subject matter of the Release Order and (to the extent permissible by law) supersedes all prior representations or oral or written agreements between the Parties with respect to that subject matter, provided that neither Party is attempting to exclude any liability for fraudulent misrepresentations. No conflicting or additional terms or conditions endorsed on, delivered with or contained in any Supplier quotation, acknowledgement of order, delivery note, invoice or other Supplier document shall form part of the Release Order and all such conflicting or additional terms are hereby rejected by the Customer. The Release Order may be entered into in any number of counterparts.

EXECUTED by the Customer and the Supplier

SIGNED by

Andrew Jackson

Retail Technology Category Leader

for and on behalf of BP International Limited

} DocuSigned by:
Andrew Jackson
F7E82C13719043A...
28-May-21

SIGNED by

Justin Benson,

CEO

for and on behalf of Speedly, Inc.

} DocuSigned by:
Justin Benson
9624ED07D136401...
28-May-21

Attachment 1 to the Release Order (Service Description)

1 Service Description

See Schedule 2: Service Description of the Agreement (BP reference number CW192660).

Attachment 2 to the Release Order (Pricing and Financial Provisions)

1 Annual Charges for the Services

The Initial Term of this Release Order is 24 months. Thereafter, this Release Order shall automatically renew for a successive one-year period (a “**Renewal Term**” and, together with the Initial Term, the “**Term**”) unless either party has provided written notice of its intent to not renew this Release Order not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term.

In accordance with Schedule 3: Pricing and Financial Provisions of the agreement, Customer shall pay Sppedly a “**Base Annual Fee**” for each 12 months of the Initial Term of Service as follows:

Explanation of Charges:	Initial Term (24 months)	
Billing Period:	Year 1	Year 2
Annual Platform Fee:	\$150,000	\$150,000
Included API Calls:	80,000,000	
Cost per API Call (discounted from \$0.0025 per call):	\$0.0020	\$0.0020
API Usage Fee:	\$80,000	\$80,000
Total Annual Charge:	\$230,000	\$230,000
Total Fees under this Release Order for the Initial Term of 24 months:	\$460,000	

The API Usage Fee in the table above includes an initial allotment of 80,000,000 API calls for use across the whole 24 months of the Initial Term. For example, if the Customer uses 30M API calls in the first 12 months, then 50M API calls remain for use in the latter 12 months of service. Likewise, if the Customer uses 50M API calls in the first 12 months, then 30M API calls remain for use in the latter 12 months of service.

During the Initial Term of this Agreement, in the event Customer's actual API usage exceeds the included volumes (80,000,000 API calls) used to determine the Total Fees, Sppedly will bill Customer monthly in arrears at the contract rate in accordance with the table above (\$0.0020 per API call) for the remainder of the contract term.

Customer may also or instead elect to purchase additional blocks of 5,000,000 API calls in accordance with the table above (\$0.0020 per API call) at any time during the Initial or Renewal Term. Each additional block of API calls purchased will conform with the current Contract Year and will be added to the API usage allotment and expire at the end of that Contract Year.

2 Pricing Expiration

The above pricing is contingent on contract execution on or before 31 MAY, 2021.

3 Enterprise Account Management

All enterprise accounts benefit from support prioritization and a named account manager.

4 Optional Third-year Renewal Term Pricing

In the event this Release Order is renewed after the Initial Term, the following updated Charges shall apply for the additional 12 months of service: Annual Platform Fee: \$150,000; API Usage Fee: \$82,500 for a minimum volume of 55,000,000 API calls at a rate of \$0.0015 per API call.

5 Payment of charges

All payment of charges shall be made in accordance with Schedule 3, Clause 2 of the Global Agreement.

Supplier will invoice Customer on the first day of each calendar month for the charges accrued during the previous month, in accordance with the table below, beginning upon mutual execution of this Release Order #2. Each monthly invoice will include the prorated Platform Fee and an API usage charge equal to the greater of the prorated API Usage Fee and the actual API call usage. Once the included API calls are fully billed, the monthly API usage charge will equal the actual API usage.

Billing Period	Item	Monthly Amount
Months 1 - 24	Platform Fee	\$12,500.00
Months 1 - 24	API Usage Fee*	\$6,666.67

Attachment 3 to the Release Order (Special Conditions)

The Parties have agreed to the following Special Conditions, which are permitted modifications and/or supplements to the terms of the Release Order:

- 6 Modifications required in order for the Release Order to comply with applicable law in [INSERT COUNTRY OR COUNTRIES] but only to the extent required for compliance:**

Not applicable to this Release Order.

- 7 Modifications required in order for the Release Order to comply with the Customer's corporate governance policies and procedures but only to the extent required for compliance.**

Not applicable to this Release Order.

- 8 Modifications that have been specifically designated in the Schedules to the Global Agreement as matters that are to be agreed by the Supplier and the Customer in the Release Order.**

In the event of a termination for convenience according to Clause 20.2. of the Global Agreement, Customer shall remain liable for the Base Annual Fees for the duration of the Term of this Release Order.

- 9 Modifications required to reflect the nature of the particular services that are the subject of the Release Order.**

Not applicable to this Release Order.

Certificate Of Completion

Envelope Id: 536D1E4C107140249FBC114F7E0EF967

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Subject: [584 SF00527731]CW192723-RO-PROVISION OF LICENSING & USE OF PAYMENTS ORCHESTRATION SOFTWARE SERVICES

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Team::

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Envelope Originator:

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Norashikin Dzulkeffle

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Chertsey Road

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Sunbury-on-Thames, Middlesex TW16 7LN

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norashikin.dzulkeffle@bp.com

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Signer Events


Andrew Jackson

andrew.jackson@bp.com

Market sector procurement downstream

BP- R&M Procurement

Security Level: Email, Account Authentication
(None)**Signature**

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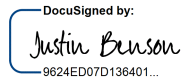
Justin Benson

justin@spreadly.com

CEO

Spreadly

Security Level: Email, Account Authentication
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Accepted: 5/28/2021 7:29:38 AM

ID: 1b811d77-8e39-4c82-904c-e85e18342103

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Edward Gardner edward.gardner@bp.com BP GBS Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/28/2021 6:20:34 AM Viewed: 5/28/2021 6:29:16 AM
Edward Gardner edward.gardner@bp.com BP GBS Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/28/2021 7:29:50 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/28/2021 6:20:34 AM
Certified Delivered	Security Checked	5/28/2021 7:29:38 AM
Signing Complete	Security Checked	5/28/2021 7:29:48 AM
Completed	Security Checked	5/28/2021 7:29:50 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify BP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by BP during the course of my relationship with you.