

**ORDER FORM #Q-04088**

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

To: Gemma Dunn
Customer Legal Name: Yellow Social Interactive Limited
Tax ID: 697548
Billing Address: WTC, 6 Bayside Road, Gibraltar, 1AA, GX11, GIB
Sales Rep: Alexandra Fleming

Order Form Issued: August 19, 2024

Offer Valid Until: August 29, 2024

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 and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, "Agreement" means the Service Agreement dated September 1, 2022, as amended, currently in force between the Parties.

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 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 60 days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service is a "Contract Year". The services and Initial Term will begin September 1, 2024.

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 3DS2 services and gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	\$64,130.00
Discount – (\$25,870.00)	
API Usage Fee:	\$333,900.00
Included API Calls – 70,000,000	
Cost per API Call – \$0.00477	
Professional Support	Included
Committed Annual Fees	\$398,030.00

One-Time Platform Discount. If this Order Form becomes effective on or before August 29, 2024, Spreedly will apply a one-time discount of \$25,870.00 to the Annual Platform Fee applied to the first Contract Year.

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 70,000,000 API calls to the Spreedly Platform at a cost of \$0.00477 per call ("API Usage Fee") to be utilized during the Initial Term. If Customer exceeds 70,000,000 API calls in any Contract Year, Spreedly will charge Customer monthly in arrears an overage rate of 1.5 times the rate for the pre-purchased API calls.

Spreedly agrees to negotiate the API Usage Fees in good faith if Customer requests such negotiation at least 30 days prior to exceeding the number of pre-purchased 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 API usage and the Annual Platform Fee and API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

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

6. Payments. Customer will pay the Committed Annual Fees in equal quarterly installments, with the first installment due and payable within 15 days of the Order Form Effective Date. Spreedly will invoice Customer for each subsequent quarterly payment 45 days prior to the three, six, and nine, month anniversaries of the Order Form Effective Date (a "Quarterly Payment Date"), with such amounts due and payable prior to the applicable Quarterly Payment Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term will be invoiced at least 45 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 the Agreement.

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

Spreedly, 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, Spreedly 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]



CONFIDENTIAL

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.

By:  Signed by:
C9132818B2F844A...
justin@spreedly.com

Name:

Title: CEO

Date: 8/27/2024

Yellow Social Interactive Limited

By:  DocuSigned by:
A8670FF174B44E0...

Name: Paul Foster

Title: Director

Date: 8/27/2024