



AMENDMENT TO SERVICE AGREEMENT

This Amendment ("**Amendment**") is entered into as of April 30, 2019 ("**Amendment Effective Date**"), pursuant to the Service Agreement, dated April 30, 2016 (the "**Agreement**"), between Spreedly, Inc., a Delaware corporation having its principal place of business at 733 Foster Street, Suite 100, Durham, NC 27701 ("**Spreedly**", "**we**" or "**us**") and Pin Payments, an Australian corporation having its principal place of business at LVL 68 St Georges Terrace, Perth, WA 6000 ("**Customer**" or "**you**"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement.

The parties hereby agree that the amendment dated March 28, 2017 is replaced in its entirety with the following:

1. The parties mutually agree to begin a new 12-month Term on the Amendment Effective Date. Thereafter, the Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term") unless either party has provided written notice of its intent to not renew the Agreement not less than sixty (60) days prior to the expiration of the then-current Term.
2. Any credit owed to the Customer, based on fees paid for services not yet received under the Agreement, shall be applied to the first invoice of this Amendment.
3. **Exhibit A** shall be replaced in its entirety with the following terms (listed below):

Customer shall pay Spreedly \$75,000 for 12 months of service ("**Base Annual Fee**") which shall entitle Customer to the following for the duration of the Term:

Platform Fee:	\$50,000
Enterprise Assurance Agreement	Included
Existing Spreedly End Points	Unlimited
PCI Compliant Card Storage Limit	Unlimited
Add New Standard PMD End Points	Included
API Usage Fee:	\$25,000
Included API Calls (Annual)	5,000,000
Base Annual Fee	\$75,000

API Usage Fees:

In the event Customer's actual API usage exceeds the included volumes used to determine the Base Annual Fee, Spreedly will bill Customer monthly in arrears at a rate determined by the contract month in which the Customer first exceeds the included API volume.

- If the overage first occurs in Months 1 through 10: billed at \$0.01 per API call for the remainder of the contract term.
- If the overage first occurs in Month 11 or 12: billed at \$0.0075 per API call for the remainder of the contract term.

Enterprise Account Management:

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

Payment

Customer will pay the Base Annual Fee for the first year of the Initial Term in two equal semiannual installment with the first installment due within 15 days of the Effective Date. The second payment will be due on October 30, 2019 and will be invoiced 30 days prior to the due date. The payment schedule for the subsequent renewals will be April and October. All payment obligations hereunder are non-cancelable and all fees paid hereunder are non-refundable.

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 government, 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.

Total fees owed for Year 1 of this amendment: \$75,000

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

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

Receiver: Silicon Valley Bank
ABA/Routing #: 121140399
SWIFT Code: SVBKUS6S
Beneficiary: 3301451580
Spreadly, Inc.
733 Foster Street, Suite 100
Durham, NC 27701
USA

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

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 15 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: 10/6/2019

Customer: Pin Payments

By:  _____

Name: Grant Bissett

Title: CEO

Date: 5/6/2019