

**ORDER FORM #Q-03834**

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

**To:** Georgi Staykov  
**Customer Legal Name:** Tradeplace Limited  
**Tax ID:** 60022915L  
**Billing Address:** 37, Stasikratous street, CENTER POINT  
TOWER, 8th Floor, Office 801, NICOSIA, CY, 1065, Cyprus  
**Sales Rep:** Drew Assinessi

**Order Form Issued:** March 17, 2025

**Offer Valid Until:** March 18, 2025

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. (each a "Party" and collectively, the "Parties") as of the last day it is signed (the "Order Form Effective Date") and is subject to the Spreedly Terms of Service located at <https://www.spreedly.com/terms-of-service> ("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 Terms of Service 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.

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;
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	\$15,000.00
API Usage Fee: \$0.08 per API call	
Professional Support	Included
<b>Committed Annual Fees</b>	<b>\$15,000.00</b>

3. **API Usage Fees.** In addition to the Annual Platform Fee, Spreedly will bill Customer an "API Usage Fee" monthly in arrears at a rate of \$0.08 per API call to the Spreedly Platform.

4. **Recover.** Spreedly's Recover service will automatically retry declined transactions on one or more backup gateways designated by and under conditions set by Customer as stated in the product documentation at <https://developer.spreedly.com/docs/transaction-retry>.

Spreedly will not charge for Recover services for the first 30-days beginning when Customer either: (1) includes its first retry object in a transaction call to Spreedly's transaction API; or (2) first uses a retry object in an automated routing workflow. After the trial period ends, Customer will only be charged for Recovered Transactions (defined below) at a rate of 5% of the transaction value in the "amount" field of the Recovered Transaction. No charges will incur for transactions that retry but fail on Customer's backup gateway(s).

Recover will be charged monthly in USD. For transactions recovered in currencies other than USD, Spreedly will convert the fee amount to USD as described in the Documentation.

“Recovered Transaction” means a transaction of any type that was unsuccessful on the first attempt for any reason, which by way of invoking the Recover function resulted in success on a subsequent attempt.

5. Renewal Fees. Except as otherwise agreed by the Parties in writing, if this Order Form is renewed by agreement as described in Section 1 then the Annual Platform Fee and the API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

6. 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.

7. Payments. Customer will pay the Committed Annual Fees in equal monthly payments. Applicable API Usage Fees and Recover Fees, will be invoiced monthly in arrears. All payments are subject to the terms prescribed in the Terms of Service.

Customer will pay all amounts due by credit card on file with Spreedly. Customer authorizes Spreedly to immediately charge first installment of the Committed Annual Fees and periodically charge the credit card on file for Spreedly service fees as stated in this Order Form. Customer will be subject to any additional terms presented by the third-party credit card payment processor and Customer is responsible for keeping such credit card information up to date.

[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.****Tradeplace Limited**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: