



## ACCESSION DEED

This accession deed is dated \_\_\_\_\_ 2021 and is made between:

- (1) **Spreedly, Inc.** a company duly registered under the laws of the State of Delaware, United States under file number 4387760 whose registered office is at 300 Morris Street, Suite 400, Durham, North Carolina, 27701 ("**Spreedly**");
- (2) **Paysafe Financial Services Limited** a company duly incorporated in England and Wales under company number 04478861, with registered address at Level 27, 25 Canada Square, E14 5LQ, United Kingdom ("**Customer**"); and
- (3) **Paysafe Payment Solutions Limited** a company duly registered under the laws of Ireland under company number 626665 with registered address at Grand Canal House, Grand Canal Street Upper, Dublin 4, DO4 Y7R5 ("**Additional Customer**"),

(each a "**Party**", together the "**Parties**").

### BACKGROUND:

- (A) Spreedly and Customer have entered into an agreement for certain professional services related to payment processing June 30, 2021 (the "**Services Agreement**");
- (B) Additional Customer provides certain payment processing and card acquiring services to European merchants and customers and wishes to accede to the Services Agreement; and
- (C) Spreedly and Customer have elected to enter into this accession deed (the "**Deed**") to enable the accession of Additional Customer to the existing Services Agreement.

### IT IS NOW AGREED as follows:

#### 1. Definitions and Interpretation

1.1. In the event of any conflict between the terms of the Services Agreement and the terms of this Deed, the terms of this Deed shall prevail and shall be applied.

1.2. In addition, the definition below shall apply:

"**Control**" or "**Controlled**" means having the ability to direct the management and policies of the entity in question, whether directly or indirectly.

#### 2. Accession

2.1. With effect on and from June 30, 2021, Additional Customer shall accede to the Services Agreement and shall assume jointly and severally all obligations and liabilities of the Customer under the Services Agreement.



2.2. The Additional Customer hereby makes and gives the representations and warranties set out in the Services Agreement with effect from June 30, 2021.

2.3. The Additional Customer shall indemnify Spreadly against all liabilities, costs, expenses, damages and losses suffered or incurred by Spreadly arising out of or in connection with the accession of the Additional Customer to the Services Agreement.

2.4. The Additional Customer must currently, and at all times during the term of the Services Agreement, be Controlled or under common Control with the Customer, and the terms and conditions of the Services Agreement and any applicable schedules will govern all services provided to such Additional Customer.

### **3. Amendments**

Any amendment made to the Services Agreement shall be notified to each Party.

### **4. Notices**

4.1. All notices given in relation to this Deed or the Services Agreement shall be given to each Party.

4.2. The Additional Customer's address for notice shall be its registered office, as first listed above.

### **5. Termination**

If either the Customer or the Additional Customer wish to terminate all or part of the services received under the Services Agreement, the termination shall only apply in respect of the party giving notice.

### **6. Continuing Force and Effect**

Save as amended by this Deed, the Services Agreement shall remain in full force and effect.

### **7. Severability**

If any part of this Deed is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Deed, which shall continue to be valid and enforceable to the fullest extent permitted by law.

### **8. Governing Law and Jurisdiction**

8.1. This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

8.2. The English courts shall have exclusive jurisdiction to determine any disputes including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Deed.

### **9. Counterparts**


This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

**Signature page follows**




This Deed has been executed as a deed and is delivered and takes effect on the date stated at beginning of it.


Executed as a deed by Spreadly

DocuSigned by:  
  
(Signature)  
Nellie vail  
(Name in print)  
VP of Finance and Internatio  
(Position)  
7/13/2021  
(Date)


Executed as a deed by Customer

DocuSigned by:  
  
(Signature)  
Fayyaz Ansari  
(Name in print)  
CFO  
(Position)  
July 26, 2021  
(Date)

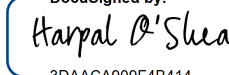
Executed as a deed by Additional Customer

DocuSigned by:  
  
(Signature)  
Boris Kostov  
(Name in print)  
EEA Sales and Marketing Director  
(Position)  
July 26, 2021  
(Date)

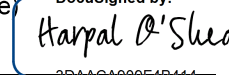
In the presence of:

DocuSigned by:  
  
(Witness)  
Jason D. Gardner  
(Name)  
300 Morris St. Ste 400  
(Address)  
Durham, NC 27701

In the presence of:

(Witness) DocuSigned by:  
  
(Name)  
Harpal O'Shea  
(Address) 25 Canada  
Square London  
E14

In the presence of:

(Signature) DocuSigned by:  
  
(Name)  
Harpal O'Shea  
(Address) 25 Canada  
Square London  
E14