STATEMENT OF WORK

3DS Global for Cecabank

    This Statement of Work ("SOW"), dated as of the date of the last signature by a Party , (the "SOW Effective Date") is being entered into by and between DIVILO FINTECH, S.L ("Customer") and Spreedly, Inc., a Delaware corporation ("Spreedly"). Capitalized terms not otherwise defined herein will have the meanings given to such terms in the Professional Services Agreement signed concurrently with this SOW.
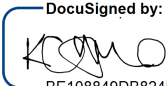
i.   **Description of Services:** Spreedly will perform the following Services under this SOW:

    a.   Add support for Spreedly's 3DS Global Solution on the Cecabank integration (as indicated in the applicable documentation here: https://docs.spreedly.com/payment-gateways/cecabank/)

ii.   **Key Milestones & Deliverables:**

- Add mode functionality as described above to Spreedly's Active Merchant open source library
- Add and merge mode functionality as described above to Spreedly Core Platform, deploy in Production
- Test and verify functionality
- Update integration documentation at docs.spreedly.com

iii.   **Client Obligations:** In support of the Services that will be provided by Spreedly hereunder, Customer will fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:

- Make resources available for testing and review of deliverables in a timely manner.
- Provide Spreedly access to Cecabank contact in order to establish a Sandbox environment, documentation, and designated technical point of contact.
- Facilitate communication with integration partners and Cabify, if needed, in order to help Spreedly gain access to an account with support for testing purposes
- Test and accept work product in a timely manner
- Work with Cecabank for required information to mutual customers to enable the use of 3DS Global
- Update Customer implementation as necessary to use deliverables functionality
- Facilitate or participate in any third party conversations with Cecabank as needed

iv.   **Duration of Statement of Work.** This SOW will commence on the SOW Effective Date and will continue until the work product and deliverables as described above have been Accepted by Customer (the "SOW Initial Term").

v.   **Timeline.** The project work will commence within two (2) to four (4) weeks of the SOW Effective Date and last four (4) to five (5) weeks or until the entirety of deliverables described herein have been delivered and Accepted by Customer. Spreedly will be unable to begin work on the project until Cecabank provides the necessary updates to their API as described and agreed upon prior to entering into this SOW. Any delays or changes to the planned implementation will impact Spreedly's ability to deliver this functionality in the agreed upon timelines.

vi.   **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Customer will pay to Spreedly $10,800.00 USD invoiceable upon execution of this SOW.

vii.   **Acceptance.** When Spreedly has identified a SOW as completed, Spreedly will provide written notification (electronic or otherwise) to Customer of the completion. Customer will have 30 days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the SOW. Customer will be deemed to have accepted the deliverable(s) unless, prior to the expiration of the Acceptance Period, Customer provides Spreedly with a written notice to the effect that one or more of the deliverables fails to conform to the acceptance test. In the event deficiencies are reported by Customer during the Acceptance Period, Spreedly will supply the appropriate personnel to investigate, and correct, if necessary, non-conformities within 30 days from the date of the correction of identified non-conformities.

viii.   **Incorporation of Terms.** All other terms and conditions of the Professional Services Agreement will apply to this SOW.

[SIGNATURES ON FOLLOWING PAGE]

Authorized representatives of the parties hereby agreed to and accept the terms of this Statement of Work effective as of the SOW Effective Date.

SPREEDLY, INC.   DIVILO FINTECH, S.L

By: _____   By: _____
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Name: Nellie Vail   Name: Juan Guruceta

Title: CFO   Title: CEO

Date: 8/30/2023   Date: 8/24/2023