

**STATEMENT OF WORK #1**

This Statement of Work ("SOW"), dated as of March 4th, 2022, (the "SOW Effective Date") is being entered into in connection with the Professional Services Agreement (the "Professional Services Agreement"), dated as of March 4th, 2022, by and between Paytronix Systems, Inc., ("Company") and Spreadly Inc., a Delaware corporation ("Spreadly"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Professional Services Agreement.

1. **Description of Services and Work Product:** Spreadly will perform the following Services under this SOW:

- Spreadly will build an API integration with Chase's Tandem platform for Card Not Present processing of Credit Cards, Apple Pay, and Google Pay payment methods. The integration will standardly support the following payment operations:
  - Authorize
  - Capture
  - Purchase
  - Void
  - Refund
  - General Credit
- Spreadly will certify the integration with Chase.

2. **Key Milestones and Deliverables:**

- Develop support for Tandem platform merchant BINs and payment functions with Spreadly's Active Merchant open source library.
- Merge support for Tandem merchant BINs and payment functions to Spreadly Core Platform, deploy in Production
- Launch Tandem on Spreadly including publishing integration documentation at docs.spreadly.com

3. **Client Obligations:** In support of the Services that shall be provided by Spreadly hereunder, Company shall fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:

- Activate resources to support implementation of the Work Product
- Test and Accept Work Product
- Maintain a business relationship with Chase Paymentech and Support Spreadly in facilitating timely certification process with Chase Paymentech for the Work Product

4. **Duration of Statement of Work:** This SOW shall commence on the SOW Effective Date and shall continue until the Work Product has been delivered by Spreadly and Acceptance has been completed by Company (the "SOW Initial Term"). The term of this SOW may also be extended by mutual agreement of the Parties.

5. **Timeline:** Upon execution of this agreement, activation of a team and kickoff is expected to begin within 4 weeks. Spreadly estimates total development time for this effort to be five (5) to six (6) weeks including planning, development, testing, and release. This timeline does not include the dependency on Chase Paymentech for certification.

6. **Fees and Payment Terms:** As consideration for the performance of the Services under this SOW, Company shall pay to Spreadly \$22,000 invoiceable upon execution of this agreement.

7. **Acceptance.** When Spreadly has identified a Statement of Work as completed, Spreadly shall provide written notification (electronic or otherwise) to Company of the completion. Company shall have 30 days (Acceptance Period) in which to determine if the applicable deliverable(s) conform to the Statement of Work. Company shall be deemed to have accepted the deliverable(s) unless, prior to the expiration of the Acceptance Period, Company provides Spreadly 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 Company during the Acceptance Period, Spreadly 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.

8. **Incorporation of Terms.** All other terms and conditions of the Professional Services Agreement will apply to this Statement of Work.

[SIGNATURES ON FOLLOWING PAGE]

Authorized representatives of the parties hereby agreed to and accept the terms of this Statement of Work #1 effective as of the SOW Effective Date.

DocuSigned by:  
SPREEDLY, INC. *Justin Benson*  
By: Justin Benson  
Name: Justin Benson  
Title: CEO

DocuSigned by:  
Paytronix Systems, Inc. *Andrew Robbins*  
By: Andrew Robbins  
Name: Andrew Robbins  
Title: CEO