

STATEMENT OF WORK #1**Custom Integration**

This Statement of Work ("SOW"), dated as of December 4, 2020, (the "SOW Effective Date") is being entered into in connection with the Enterprise Services Agreement (the "Enterprise Services Agreement"), dated as of June 6, 2019 **Aravo S.A.** ("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:

a. Spreadly will build a new direct API integration to Bancard's VPOS REST API (<https://vpos.infonet.com.py>) in order to support Card processing in Paraguay on the Spreadly platform for Customer. The integration will standardly support the following payment operations:

- (i) Authorize
- (ii) Capture
- (iii) Refund
- (iv) Void

b. In addition to the payment operations above, Spreadly's integration will support Bancard/VPOS's transaction encryption requirement by installing the Bancard VPOS Ruby encryption gem.

c. Additionally, Spreadly will pass a payment token as required with the payment operation calls and will ensure reference_ID is passed on Authorization and Capture calls as specified in the Bancard API documentation.

2. **Key Milestones:**

- o Kickoff
- o Add Bancard VPOS to Spreadly's Active Merchant open source library
- o Merge Bancard VPOS from Active Merchant to Spreadly Core Platform
- o Deploy Bancard VPOS on Spreadly Core Platform
- o End to End and User Acceptance Testing
- o Launch

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:

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

5. **Timeline.** The project work will commence within two (2) to four (4) weeks of the SOW Effective Date and last for an estimated duration of approximately eight (8) to ten (10) weeks.

6. **Fees and Payment Terms.** As consideration for the performance of the Services under this SOW, Client shall pay to Spreadly \$27,000.00 invoiceable upon execution of this Statement of Work.

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 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. **Termination.**

a. Either Party is entitled to terminate this Agreement at any time by providing thirty (30) days written notice to the other Party, except as otherwise provided in the Agreement. Termination of this Agreement automatically causes simultaneous termination of all SOWs and/or Change Orders hereto. During the above notice period the Customer shall be accountable for ensuring Spreadly Personnel with the Client Obligations and Spreadly shall continue providing the Services in a professional manner as agreed in the Agreement and/or relevant Change Orders.

b. Upon termination of this Agreement, the Customer shall be obliged to pay, within thirty (30) days of the effective date of termination, all undisputed fees and expenses in accordance with the terms of this Agreement and/or any Change Order for the Services provided up to the effective date of such termination.

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

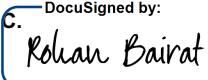
10. **References**

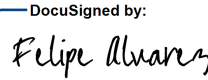
a. **Bancard/VPOS API Documentation**

b. **Spreedly Bancard VPOS Integration Proposal for PedidosYa**

[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.

SPREEDLY, INC. DocuSigned by:

By: _____
Name: Rohan Bairat
Title: SVP, Sales

Aravo S.A. DocuSigned by:

By: _____
Name: Felipe Alvarez
Title: MD

Reviewed
Matias Carro

x Reviewed
Gonzalo Balderrama