

ORDER FORM #2

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

To:
Customer Legal Name: Rappi, Inc.
Billing Address: 535 Mission St. San Francisco, CA 94111
Sales Rep: Shawn Curtis

Order Form Issued: 10 March 2023

This Order Form is entered into between the entity identified above as “Customer” and Spreedly, Inc. (each a “Party” and collectively, the “Parties”) as April 1st, 2023 (the “Order Form Effective Date”) and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, “Agreement” means the enterprise services agreement (an “ESA”) currently in force between the Parties.

In the event of any conflict between the terms of the Agreement and this Order Form, this Order Form will govern. Capitalized terms used but not defined in this Order Form have the meanings set forth in the Agreement or in the Documentation.

1) Order Form Term: The Initial Term of this Order Form is 12 months. Thereafter, this Order Form will automatically renew for successive one-year periods (each, a “Renewal Term” and, together with the Initial Term, the “Term”) unless either party has provided written notice of its intent to not renew this Agreement not less than sixty (60) days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service will be deemed a “Contract Year”.

2) Pricing:

Item	Rate/Cost
API usage Fee	\$0.001 per API call
API calls included	580,000,000
Network Tokenization Subscription	\$25,000
Premium Support Subscription	\$50,000
Total API Usage Fee	\$580,000
Total Annual Fee	\$655,000

Customer is pre-purchasing 580,000,000 API calls to the Spreedly transaction Service to be utilized in each Contract Year (“API Usage Fee”). The total API Usage Fee during the Initial Term is \$580,000. Spreedly will invoice Customer monthly in arrears at the rate of \$0.001 for any additional API call more than the annual purchase volume of 580,000,000. All pre-purchased API calls expire at the end of the Contract Year in which they were purchased.

3) Premium Support Service Add-on: Customer is purchasing Premium Support Service (“Premium Support”) included as part of the Total Annual Fee in this Order Form. The Premium Support levels are detailed in Schedule B and Schedule C of the Agreement.

4) Payments: Customer will pay the Total Annual Fee in equal quarterly installments in accordance with the table below, with the first installment due and payable within 45 days of the invoice date. Spreedly will invoice Customer for each subsequent quarterly payment 45 days prior to the three, six, and nine-month anniversaries of the Order Form Effective Date, with such amounts due and payable within 45 days of the invoice date.

All payments to be made under this Agreement will be made in cleared funds, without any deduction or set-off, and free and clear of, and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any government, fiscal or other authority, save as required by

law. If Customer is compelled to make any such deduction, Spreedly will be entitled to “gross-up” the applicable fees in such amounts as are necessary to ensure receipt by Spreedly of the full amount which Spreedly would have received but for the deduction.

Annual Payment Schedule	
Quarterly Payment	Year 1
Payment #1	\$163,750
Payment #2	\$163,750
Payment #3	\$163,750
Payment #4	\$163,750
Annual Total	\$655,000

Customer may elect to pay all amounts due under this Agreement either by:

(a) ACH payment or wire transfer to the following account:

Receiver: Webster Bank
ABA/Routing #: 211170101
SWIFT Code: WENAUS31
Beneficiary: 0024760830
Spreedly, Inc.
300 Morris Street, Suite 400
Durham, NC 27701
USA

(b) check delivered to the address specified in the relevant invoice.

This Order Form #2 serves as the comprehensive agreement between the Parties regarding the subject matter contained herein and supersedes all prior Order Forms. Notwithstanding the foregoing, it is hereby noted that as of the Order Form Effective Date, the Customer has an outstanding payment of the applicable fees for the first month included in the payment (#4) established in Order Form #1, in the amount of USD \$58,750.00. The Customer hereby agrees to make payment of the mentioned fees within a period of 45 calendar days following the Order Form Effective Date. The Parties hereby acknowledge and agree that any and all other payment obligations set forth in Order Form #1 will not remain in full force or effect.

If Customer fails to make any payment when due, then, in addition to all other remedies that may be available to Spreedly in the Agreement, Spreedly shall provide the Customer a notice of the failure of payment and the Customer shall make the payment within the following 15 calendar days, if the Customer fails to pay within the 15 calendar day terms Spreedly may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

[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.

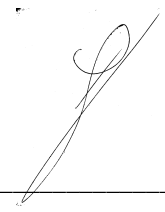
By: Justin Benson

Name: Justin Benson

Title: Chief Executive Officer

03/31/23
Date: _____

Rappi, Inc.

By: 

Name: Felipe Villamarin

Title: Secretary/Officer

03/31/23
Date: _____