

**ORDER FORM #Q-09467**

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

**To:** Nelson Cuervo  
**Customer Legal Name:** Rappi MX.  
**Billing Address:** 19-58 Calle 93, Bogotá,  
Bogotá, 110221, Colombia  
**Sales Rep:** Jose Loo

**Order Form Issued:** December 5, 2024

**Offer Valid Until:** December 31, 2024

This Order Form is entered into between the entity identified above as “Customer” and Spreedly, Inc. effective as of the last day it is signed 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 entered into between Spreedly, Inc. and Rappi, Inc. dated October 26, 2017 which terms and conditions are hereby adopted to govern Customer's use of the Spreedly services provided under this Order Form.

In the event of any conflict between the terms of the Agreement and this Order Form, the 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. **Term.** This Order Form supersedes and replaces Order Form #Q-0353 dated March 29, 2024 beginning January 1, 2025. The Initial Term of this Order Form is 12 months, after which this Order Form will automatically renew for successive 12-month 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 not less than 60 days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service is a “Contract Year”. The Initial Term will begin January 1, 2025.

2. **Platform Fees.** For each Contract Year, Customer will pay Spreedly the “Annual Platform Fee” in Table 1 which entitles Customer to access and use the services of the Spreedly Platform as set out in the applicable Documentation, including:

- access to Level 1 PCI Compliant Card Storage and Tokenization;
- connections to any of Spreedly's Supported Gateway integrations;
- use of existing 3DS2 services and gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1	
Annual Platform Fee:	\$0.00
API Usage Fee: \$0.0016	
Professional Support	\$25,000
Discount	(\$25,000)
<b>Committed Annual Fees</b>	<b>\$0.00</b>

**One-Time Discount.** If this Order Form becomes effective on or before December 31, 2024, Spreedly will apply a one-time discount to the Fees for Professional Support for the Initial Term.

3. **API Usage Fees.** In addition to the Annual Platform Fee, Spreedly will bill Customer an “API Usage Fee” monthly in arrears at a rate of \$0.0016 per API call to the Spreedly Platform.

4. **Renewal Fees.** This Order Form will automatically renew as described in Section 1 at the same committed API usage (if any). Except as otherwise agreed by the Parties in writing, the API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

5. Support Services. Customer has selected Professional Support. Upon payment of the applicable fees, Spreedly will provide the technical Support Services in accordance with the Support Service Terms posted at <https://www.spreedly.com/support-services-terms> at the support level specified in this Order Form.

6. Payments. Customer will pay the Committed Annual Fees (if any) for the first Contract Year in full within 60 days of the Order Form Effective Date. Each subsequent annual payment of the Committed Annual Fees will be invoiced at least 60 days prior to the anniversary of the Order Form Effective Date ("Annual Renewal Date") and will be due and payable prior to the Annual Renewal Date. The applicable fees for additional API Usage Fees (if any) will be invoiced monthly.

All payments are subject to the terms prescribed in the Agreement.

Customer may elect to pay all amounts due under this Order Form 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.  
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USA

or

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

If Customer fails to make any payment when due then, in addition to all other remedies that may be available, 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.****Rappi MX**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: