

## STATEMENT OF WORK # Q-09901

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

**To:** Anish Calpakam  
**Customer Legal Name:** HotDoc Online Pty Ltd.  
**Billing Address:** level 7/276 Flinders St,  
Melbourne VIC 3000, Australia  
**Sales Rep:** Thomas Tuten

**Date Issued:** April 14, 2025

This Statement of Work ("SOW") is entered into between the entity identified above as "Customer" and Spreedly, Inc. (each a "Party" and collectively, the "Parties") as of the last day it is signed (the "SOW Effective Date") and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this SOW, "Agreement" means the signed services agreement currently in force between the Parties, or, in the absence of a separate agreement, the Spreedly Terms of Service located at <https://www.spreedly.com/terms-of-service>.

In the event of any conflict between the terms of the Agreement and this SOW, this SOW will govern. Capitalized terms used but not defined in this SOW have the meanings set forth in the Agreement or in the applicable documentation at <https://developer.spreedly.com/>.

1. Services and Deliverables. Spreedly will provide the following Professional Services in accordance with the specifications set out in this SOW:

- 1.1. Spreedly will add support for Google Pay and Apple Pay on Pin Payments as indicated in the applicable documentation at <https://pinpayments.com/developers/integration>, <https://pinpayments.com/developers/integration-guides/apple-pay-guides/google-pay#integrate>, [https://pinpayments.com/developers/api-reference/payment-sources#type\\_googlepay](https://pinpayments.com/developers/api-reference/payment-sources#type_googlepay).

Task	Fee Type	Fee
Apple Pay	Flat	\$20,000.00
Google Pay	Flat	\$15,000.00
Net Total		<b>\$35,000.00</b>
Discount		<b>(\$35,000.00)</b>
<b>TOTAL</b>		<b>\$0.00.00</b>

Spreedly will add the selected payment operations on Pin Payments as indicated in the applicable documentation at <https://pinpayments.com/developers/integration>, <https://pinpayments.com/developers/integration-guides/apple-pay-guides/google-pay#integrate>, [https://pinpayments.com/developers/api-reference/payment-sources#type\\_googlepay](https://pinpayments.com/developers/api-reference/payment-sources#type_googlepay).

2. Spreedly Responsibilities. Spreedly will:

- 2.1. Add new payment operations to Spreedly's Active Merchant open-source library.
- 2.2. Merge new payment operations to Spreedly's core transaction services and deploy to production.
- 2.3. Test that the new payment operations against work with the selected gateway.
- 2.4. Publish the applicable integration documentation at <https://developer.spreedly.com/>.

3. Customer Responsibilities. In support of the Professional Services, Customer agrees to:

- 3.1. Furnish any materials, documentation, and resources, including introductions to any third parties, necessary for Spreedly to perform the Professional Services.

3.2. Reasonably assist Spreadly in the performance of the Professional Services and ensure that the assigned Customer personnel have the necessary skills, knowledge, and experience to oversee the Professional Services.

3.3. Make code level changes within Customer systems to implement the functions provided herein.

3.4. Test the results of the Professional Services and Deliverables in accordance with the specifications and acceptance testing process specified in this SOW.

Spreadly is not responsible or liable for any delay or failure of performance arising in whole or in part by Customer's delay in performing, or failure to perform, any of its responsibilities under this SOW or the Agreement.

4. Duration. This SOW will commence on the SOW Effective Date and will continue until the Deliverables as described herein have been accepted by Customer.

5. Estimated Timeline. The project work will commence within 2 to 4 weeks of the SOW Effective Date and last for approximately 6 to 8 weeks. The Professional Services will be performed during Spreadly's normal business hours (9:00am-5:00pm EST) and workdays Monday through Friday excluding US holidays.

6. Acceptance. When Spreadly has identified the Professional Services under this SOW as completed, Spreadly will provide written notification (email acceptable) to Customer. Customer will have 10 business days (the "Acceptance Period") in which to determine if the Deliverables conform to the specifications in this SOW. Customer will be deemed to have accepted the Deliverables unless, prior to the expiration of the Acceptance Period, Customer provides Spreadly with a detailed written description of each alleged non-conformance. In such an event, Spreadly will either confirm the non-conformance and commence work on making corrections or inform Customer that Spreadly does not agree that a non-conformance exists and provide Customer with a written explanation for Spreadly's conclusion. Each Party will provide reasonable assistance and information to one another to assist in resolving any disputes regarding Deliverables.

7. Payment Terms. For Professional Services not covered under Order Form #Q-09826, Customer will pay to Spreadly the applicable fees within 45 days of invoice date. All payments are subject to the terms prescribed in the Terms of Service. Customer may elect to pay all amounts due under this SOW either by:

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

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

(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, Spreadly 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.

The Parties have executed this SOW by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

**Spreedly, Inc.**

**HotDoc Online Pty Ltd.**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

## ORDER FORM #Q-09826

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

**To:** Anish Calpakam  
**Customer Legal Name:** HotDoc Online Pty Ltd.  
**Tax ID:** ABN 84 159 662 558  
**Billing Address:** level 7/276 Flinders St,  
Melbourne VIC 3000, Australia  
**Sales Rep:** Thomas Tuten

**Order Form Issued:** April 14, 2025

**Offer Valid Until:** April 25, 2025

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 ("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 Spreedly Terms of Service located at <https://www.spreedly.com/terms-of-service>.

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.** The Initial Term of this Order Form is 24-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 services and Initial Term will begin April 25, 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 gateway Supported Payment Methods; and
- all currently available Payment Method Distribution receiver endpoints.

Table 1		
	Year 1	Year 2
Annual Platform Fee:	\$29,000.00	\$30,740.00
API Usage Fee:	\$78,000.00	\$104,000.00
Included API Calls – 14,000,000		
Cost per API Call – \$0.013		
Business Support	Included	Included
Professional Services – see section 7	Included	Included
Discount - \$35,000.00		
<b>Committed Annual Fees</b>	<b>\$107,000.00</b>	<b>\$134,740.00</b>

3. **API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 14,000,000 API calls to the Spreedly Platform at a cost of \$0.013 per call ("API Usage Fee") to be utilized during the Initial Term. Customer will be invoiced for 6,000,000 API calls in the first Contract Year and 8,000,000 calls in the second Contract Year. If Customer exceeds 14,000,000 API calls in the Initial Term, Spreedly will charge Customer monthly in arrears at a rate of \$0.0145 for any additional API calls more than the pre-purchased volume of 14,000,000.

4. Renewal Fees. Except as otherwise agreed by the Parties in writing, this Order Form will automatically renew as described in Section 1 at the same committed API usage as the prior Contract Year. The Annual Platform Fee and the API Usage Fee will increase by 6% over the prior 12-months in each successive Renewal Term.

5. Support Services. Customer has selected Business 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. Professional Services. If this Order Form becomes effective on or before April 25, 2025, Spreedly will perform the Professional Services stated in Statement of Work #Q-09901 to be signed concurrently with this Order Form ("SOW #Q-09901") at no additional charge. Any act or event which operates to terminate this Order Form will automatically terminate SOW #Q-09901. A copy of the SOW #Q-09901 is attached hereto for convenience.

7. Payments. Customer will pay the Committed Annual Fees in equal quarterly installments, with the first installment due and payable within Payment Term 30 days of the Order Form Effective Date. For each subsequent Renewal Term, the first quarterly payment of such Renewal Term will be invoiced at least Payment Term 30 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.

Customer will pay the applicable fees for additional API Usages Fees (if any) on a monthly basis. All payments are subject to the terms prescribed in the Terms of Service.

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.  
300 Morris Street, Suite 400  
Durham, NC 27701  
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.****HotDoc Online Pty Ltd.**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: