

Release Order No. 4
CW224379

DATE: **1st August 2022** or, if no such date is specified, the date on which the Release Order is executed by the last party to do so (the “**Release Order Effective Date**”).

Description: *The purpose of this release order is to capture the scope and deliverables of professional services Spreadly will deliver at BP's request enabling the addition of two new supported payment methods/card types; BP Synchrony and BP fuel, on the Spreadly platform, as well as custom development to implement an algorithm and dynamic logic for BP fuel cards that will update the card number to be 19 digits with the appropriate last digit added at the time of tokenization.*

This Release Order is executed under an agreement (BP reference number CW192660 between **BP International Limited and Spreadly, Inc** dated **28 May 2021** (the “**Global Agreement**”).

Parties:

- 1** **BP INTERNATIONAL LIMITED**, a company incorporated in England and Wales (registered no. **00542515**) having its registered office at Chertsey Road, Sunbury on Thames, Middlesex, TW16 7BP, United Kingdom (the “**Global Customer**”);
- 2** **Spreadly, Inc.**, a company incorporated in the State of Delaware having its principal office at 300 Morris Street, Suite 400, Durham, North Carolina, USA 27701, (the “**Global Supplier**”)
 1. This Release Order shall be constructed and interpreted in accordance with clauses 1 and 2 of the Global Agreement.
 2. This Release Order incorporates the following Attachments: [insert list of the Attachments (and any appendices) to the Release Order].
 3. This Release Order shall take effect on the Release Order Effective Date and, subject to early termination shall expire **2 months** later. The Customer may extend the Term of the Release Order by up to one (1) year. The Services shall commence on the Service Commencement Date specified in Attachment 1 (*Service Description*).
 4. Each Party shall have the additional or varied rights and obligations given to it in Attachment 3 (*Special Conditions*).
 5. A notice under or in connection with this Release Order shall be in writing and in English. A notice shall be deemed given when delivered in person or five (5) days after proper mailing to the postal address set out below:


Customer	Supplier
Postal Address: L17, 717 Bourke Street, Docklands, Australia, 3008	Postal Address: 300 Morris Street, suite 400, Durham, NC 27701
For the attention of: Connie Ciciulla	For the attention of: Accounting
Telephone Number: +61 3 7001-0872	Telephone Number:
Email address: connie.ciciulla@se1.bp.com	Email address: accounting@spreadly.com

6. This Release Order and its Attachments, the General Terms, incorporated Schedules and any other documents referred to in the Release Order constitute the entire agreement between the Parties with respect to the subject matter of the Release Order and (to the extent permissible by law) supersedes all prior representations or oral or written agreements between the Parties with respect to that subject matter, provided that neither Party is attempting to exclude any liability for fraudulent misrepresentations. No conflicting or additional terms or conditions endorsed on, delivered with or contained in any Supplier quotation, acknowledgement of order, delivery note, invoice or other Supplier document shall form part of the Release Order and all such conflicting or additional terms are hereby rejected by the Customer. The Release Order may be entered into in any number of counterparts.

EXECUTED by the Customer and the Supplier


SIGNED by **Adam Tucci, Director – Customer Procurement ANZ**

for and on behalf of **BP Australia Pty Ltd**

DocuSigned by:

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SIGNED by **Doug Fry**

for and on behalf of **Speedly, Inc**

DocuSigned by:

E7C3632005AC4CD...

Attachment 1 to the Release Order (Service Description)

1. **Description of Services:** Spreedly will perform the following Services under this Release Order: Spreedly will develop functionality to support new payment method/card type on the Spreedly platform:

BP Plus

- BIN: 70505
 - 17 digits and two spaces: 70505 NNNNNNNNN NNN
 - No CVV
- BIN: 705N
 - 17 digits and two spaces: 705N NNNNNNNNN NNNNN
 - No CVV
 - Luhn Check, based on the 16 digit number with the 17th as the check digit

Spreedly will retain the spaces in the card as opposed to converting to 0's.

2. **Deliverables & Key Milestones:**
 - Add new BP Plus card type and BIN ranges
3. **Client Obligations:** In support of the Services that shall be provided by Spreedly hereunder, Company shall fulfill the following obligations and produce and/or provide the following materials, equipment, technology and/or space:
 - BP will be responsible for making code level changes within their system to implement usage of the functionality delivered as described in this Release Order
 - BP will make available appropriate resources to facilitate UAT of the delivered work product within a timely manner
 - BP will make reasonable efforts to accept this work order in a timely manner
4. **Timeline:** The project work will commence within two to four weeks of the Release Order Effective Date and is estimated to last for a duration of approximately six (6) weeks in total including testing, QA, and UAT. Breakdown of level of effort by deliverable is detailed below:
 - Add new BP Plus card type and BIN ranges – 4 weeks development and delivery timeline
 - Update iframe and express payment forms for acceptance - 1 week development and delivery timeline
 - Internal QA, documentation - 1 week delivery timeline
5. **Project Reporting:** Spreedly will provide a bi-weekly project report via Confluence outlining the overall project status, work completed that week, work anticipated in the upcoming week, and note risks and key dependencies.
6. **Acceptance.** When Spreedly has identified a Release Order deliverable as completed, Spreedly shall provide written notification (electronic or otherwise) to Customer of the completion. Customer shall have 30 days in which to determine if the applicable deliverable(s) conform to this Attachment 1 ("Acceptance Period"). Customer shall be deemed to have accepted the deliverable(s) unless, prior to the expiration of the Acceptance Period, Customer provides Spreedly 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 Customer during the Acceptance Period, Spreedly 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.

Attachment 2 to the Release Order (Pricing and Financial Provisions)

Fees and Payment Terms: As consideration for the performance of the Services under this Release Order, Client shall pay to Spreedly \$26,000.00. \$13,000 invoiceable upon execution of this Statement of Work and \$13,000 invoiceable upon completion of the services described in Attachment 1 of this Release Order