

**ORDER FORM #1****Spreedly, Inc.**

300 Morris Street  
Suite 400  
Durham, NC 27701

To: Massimo Sirolla

Customer Legal Name: Loyal Zoo Ltd

Tax ID: GB102242339

Billing Address: 1 Lyric Square, London, W6 0NB, Company No. 08398662

Sales Rep: George Waugh

**Offer Valid Until: 30 Nov 2023**

**Service Start Date: 31 Dec 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 of the last day it is signed (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, or, in the absence of an ESA, 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, 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, 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 sixty (60) days prior to the expiration of the then-current Initial or Renewal Term. Each 12 months of service is a "Contract Year".

**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		
<b>Annual Platform Fee:</b>	<b>\$18,000</b>	
<b>API Usage Fee:</b>	<b>\$5,000</b>	
Included API Calls - 500,000		
Cost per API Call - \$0.01		
Business Support	Included	
Minimum Advanced Vault Fees	\$16,875	See Table 2 below
<b>Committed Annual Fees</b>	<b>\$39,875</b>	

**3) API Usage Fees.** In addition to the Annual Platform Fee, Customer is pre-purchasing 500,000 API calls to the Spreedly Platform at a cost of \$0.01 per call ("API Usage Fee") to be utilized during the Initial Term. The total committed API Usage Fee during the Initial Term is \$5,000. Spreedly will invoice Customer monthly in arrears at the rate of \$0.01 for any additional API call more than the initial purchase volume of 500,000. All pre-purchased API calls expire at the end of the Contract Year in which they were purchased.

**4) Renewal Terms Fees.** Except as otherwise agreed by the Parties in writing, the Annual Platform Fee and API Usage Fee will increase by 6% over the prior Contract Year in each successive Renewal Term.

**5) Advanced Vault.** Spreedly's Advanced Vaulting service will be charged the greater of (i) the rate corresponding to the number of enrolled payment methods in each month of service or (ii) the minimum committed monthly fee, each as set out in Table 2 below. Costs are exclusive of fees imposed by the card associations and/or third-party service providers (e.g., card



updates, tokenization, etc.) which will be passed through to Customer, without markup, and are subject to change at any time. For the avoidance of doubt, Customer will still be charged the third-party fee each time a payment card is updated. Spreedly will make reasonable efforts to notify Customers in advance of changes to third party fees.

Table 2	
Monthly Fee Per Payment Method	Minimum Committed Monthly Fee
\$0.0225	\$1,406.25

If this Order Form becomes effective on or before 30 November 2023, Spreedly will apply a one-time discount of \$1,406.26 applied in two equal installments of \$703.13 to the first two month's invoices for Advanced Vault Fees.

**6) 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.

**7) Payments.** Customer will pay the total Committed Annual Fees for the first Contract Year in equal monthly payments together with the applicable Advanced Vault Fees. The first monthly payment is due within 30 days of the Order Form Effective Date. Each subsequent monthly payment will be due and payable 30 days after the applicable invoice date. The pre-purchased API calls utilized by Customer are not limited by the above payment schedule. Additional API Usages Fees (if any) will be invoiced monthly.

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.

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 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.

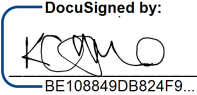
[Signatures on Next Page]



CONFIDENTIAL

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

**Spreedly, Inc.**

By:  BE108849DB824F9...  
Name: Nellie Vail  
Title: CFO  
Date: 11/23/2023

**Loyal Zoo Ltd**

By:  467E8D57A7DC406...  
Name: Massimo Sirolla  
Title: Co-founder & CEO  
Date: 11/23/2023