OFFER LETTER

[•], Uruguay, December \_\_, 2023

Spreedly, Inc.

**300 Morris Street, Suite 400,**

**Durham, NC 27701**

Dear Sirs,

Irrevocable Offer letter Nº [•]

We hereby extend our irrevocable offer to purchase the Receivables, as defined in Annex 1, and according to the terms of such Annex 1.

Our offer remains valid for the next 5 days from the date herein and shall constitute a binding agreement between the parties upon our receipt of your acceptance letter.

Regards,

[Uru Factoring]

By: Name:

Title:

Annex 1

# ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the “Agreement”) made and entered into this December [•], 2023 (the “Effective Date”), by and between [Uru Factoring], a corporation duly incorporated in the Republic of Uruguay (“Buyer”); and Spreedly, Inc., a corporation duly incorporated in the State of Delaware (the “Assignor”);

# RECITALS

1. Whereas Assignor desires to sell and assign to Buyer certain Receivables (as defined below); and
2. Whereas Buyer desires to purchase the Receivables, which Buyer in its sole discretion deems acceptable for purchase, according to the terms and conditions provided in this Agreement.

In consideration of the above recitals and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

# SECTION 1. DEFINITIONS

“Account Debtor” means Play Digital S.A., a corporation duly incorporated in the Republic of Argentina

“Receivables” means the amount of AR$ [•] (Argentine Pesos [•] with 00/100), due and payable by the Account Debtor to the Assignor as described in certain Payment Offer dated December [•], 2023, accepted by the Assignor on December [•], 2023 among Play Digital S.A. as debtor and certain creditors and the Company, as creditor, attached herein in Exhibit A.

# SECTION 2. PURCHASE OF RECEIVABLES

* 1. Assignor hereby sells and assigns to Buyer, without recourse, and Buyer hereby purchases from the Assignor, without recourse to the Assignor, all of the Assignor’s rights to the Receivables as of the Effective Date.
  2. As of the Effective Date, (i) Buyer shall be the sole owner of, and have full rights to collect, the Receivables and (ii) Assignor shall, to the extent provided in this Agreement, relinquish its rights to collect the Receivables.
  3. From and after the Effective Date, (i) all funds in respect of the Receivables assigned hereby shall be payable to Buyer, and (ii) any remittances received by Assignor for payment of the Receivables hereby assigned to Buyer shall be the property of Buyer, and Assignor shall hold such proceeds in trust for Buyer, and shall immediately deliver to Buyer, in identical form, all payments received by Assignor on each such Receivables, together with all documents accompanying the remittance to Assignor.
  4. Following the execution of this Agreement, Assignor will promptly (i) notify the Account Debtor of the sale and assignment of the Receivables to Buyer, stating that such Receivables have been sold and assigned, and as of the Effective Date shall be payable to Buyer, substantially in the form of Exhibit B, (ii) obtain from the Account Debtor evidence of the receipt of the notification of the Assignor’s sale of their Receivables to Buyer (including an Assignment Letter accepted by the Account Debtor), and (iii) provide Buyer with a copy of such evidence.

# SECTION 3. PURCHASE PRICE

* 1. The purchase price for the Receivables shall be U.S.$ [•] ([•]), which shall be payable by wire transfer of immediately available funds to the following account of the Assignor:

[•]

SECTION 4. REPRESENTATIONS AND WARRANTIES

* 1. Each party hereto represents and warrants that, as of the date hereof:
     1. it is duly organized and validly existing under the laws of its jurisdiction of incorporation and has all requisite power and material governmental licenses, authorizations, consents and approvals to carry on their business as now conducted;
     2. the execution, delivery and performance by it of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate action; and
     3. the Agreement has been duly executed and delivered by it, and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.
  2. The Assignor further represents and warrants that, as of the date hereof:
     1. it is the sole legal and beneficial owner of the Receivables being assigned by it hereunder and that the Receivables and its rights thereto are free and clear of any adverse claim; and
     2. the Receivables are due and payable by the Account Debtor in the amount and manner provided in the Service Agreement between the Assignor and the Account Debtor dated June 30, 2020, attached as **Annex A.**

# SECTION 5. MISCELLANEOUS

* 1. Notices. All notices and other communications shall be in writing and shall be sent to the addresses set forth below.

In the case of Assignor, to:

Spreedly, Inc.

300 Morris Street, Suite 400,

Durham, NC 27701

Attention: Legal

In the case of Buyer, to:

[•]

Amendments, Waivers and Consents. Any amendment, waiver or consent given pursuant to any provision of this Agreement shall be in writing and, in the case of any amendments, signed by the Assignor and the Buyer or their permitted successors and assigns.

* 1. Taxes. Assignor shall be responsible for all taxes, including but not limited to, all income taxes and withholding taxes, and all value added taxes, if any due or payable on or in connection with the Receivables or Assignor’s sale of the Receivables to Buyer under this Agreement, and Assignor shall indemnify, defend, and hold Buyer harmless from and against all claims or disputes with respect to such taxes.

**SECTION 6. APPLICABLE LAW AND JURISDICTION**

* 1. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of Delaware.
  2. Submission to Jurisdiction. The parties agree that any suit, action or proceeding with respect to this Agreement, or any judgment entered by any court in respect thereof, may be brought in the appropriate state or Federal court located in Wake County, North Carolina, and the parties hereby irrevocably submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment.

# WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO

(A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.3.

[*Remainder of this page intentionally left blank*]

Exhibit A

Payment Offer with Play Digital S.A.

Exhibit B

Form of Notice of Assignment

[place], [date]

Messrs.

**[**ARG DEUDOR**]**

Dear Sirs,

We address you in our capacity as attorney-in-fact of [•] (the “Company”), and in connection with the agreement entitled “Acuerdo de Pago” between [ARG DEUDOR], as debtor, and [•], [•], and the Company, each company as creditor, dated [•] (the “Payment Agreement”).

In connection therewith, we hereby notify you that we have assigned and transferred to [•], a company with domicile at [•] (the “Assignee”), as of the date hereof, all of our rights to the amount of AR$ [•], due and payable by the Account Debtor to the Assignor as described in said Payment Agreement (the “Receivables”).

We request that you take proper notice of such assignment and transfer and carry out all necessary actions for the prompt payment of the Receivables to the Assignee.

Sincerely,

[Assignor]

By: Name: [•]

Title:

Accepted and acknowledged this [•], 2022 [local entity]

By: Name:

Title: