

Preferred Customer Incentive Addendum

This Preferred Customer Incentive Addendum (this “**Addendum**”) is made by the customer identified on the signature line below (“**Company**”) for the benefit of Jeeves Inc., its subsidiaries and controlled affiliates (collectively referred to herein as “**Jeeves**”), effective as of the date of the Company’s acceptance hereof (“**Effective Date**”), and shall govern the availability of certain Card Services-related incentives offered to the Company, as described herein.

1. **Existing Jeeves Agreements.** For the avoidance of doubt, Company hereby ratifies and reaffirms each and every term and condition set forth in those existing agreements by which Card Services and other related and/or ancillary Jeeves products and services are provided to the Company by Jeeves, including, but without limitation, all applicable Program Agreement(s) and User Agreement(s), as are currently in effect and have been provided to Company or are otherwise available for review at: <https://legal.tryjeeves.com/> (collectively, the “**Existing Jeeves Agreements**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them therein.
2. **Spending Limit and Minimum Monthly Spend.**
 - a. All Company expenditures using a Jeeves Card are subject to a Spending Limit, as further described in the applicable Program Agreement, and Company qualifies for its applicable Spending Limit as outlined therein. Specifically, Company’s Spending Limit is set by Jeeves, using, among other things, Company data (including available funds and spending patterns), unbilled volume, future revenue, the nature and history of the Company’s business and credit history and score, and anticipated use of Payment Methods (“**Credit Check**”). Under the Payment Methods terms, Spending Limits are dynamic and may be modified at any time with or without Notice to Company or Users, including temporarily increases or decreases to Spending Limits or reducing Spending Limits to £0.
 - b. Company must spend at least seventy-five (75%) percent of their monthly Spending Limit (“**Minimum Monthly Spend**”), subject to the aforementioned Credit Check and Company’s continuous compliance with the applicable Program Agreement(s), and any and all additional terms, conditions, policies and/or procedures set by Jeeves and relate thereto.
 - c. If Company maintains its Minimum Monthly Spend, Jeeves will grant an extension on Company’s payment date to the 20th for each month that the Minimum Monthly Spend is satisfied, subject to the aforementioned Company’s continuous compliance with the applicable Program Agreement(s), and any and all additional terms, conditions, policies and/or procedures set by Jeeves and relate thereto.
 - d. In the event Company fails to comply with all of the above requirements, including Company’s Minimum Monthly Spend and monthly payment dates, Jeeves may, in its sole discretion, reduce Company’s monthly Spending Limit, increase Company’s monthly fees and reevaluate the Company’s payment extension dates. Further, should the Company become delinquent in any payment obligation due and owing to Jeeves, Jeeves reserves the right to reduce Company’s Spending Limit and increase Company’s monthly fees, at its discretion.
 - e. Payment Method Terms are dynamic and may be modified at any time, including increases or decreases to Minimum Monthly Spend or Spending Limits. Under the terms of the Jeeves Program Agreement, Jeeves may set or change Payment Method Terms at its discretion. For the avoidance of doubt, Jeeves may terminate the program being offered under this Addendum upon notice to Company.

3. **Entire Agreement.** This Addendum is made by and shall inure to the benefit of Jeeves and Company, and each of their respective permitted successors and assigns; except that Company may not assign any rights or obligations under this Addendum without the

prior written consent of Jeeves. This Addendum, together with the Existing Jeeves Agreements and each of the terms and conditions set forth herein and therein, comprises the entire understanding of the parties with respect to the subject matter described herein and supersedes all other proposals or previous understandings, written or oral, between the parties. This Addendum may not be amended without the express, prior written consent of Jeeves. In the event that the applicable Program Agreement is terminated or the Company is no longer an active customer or has otherwise become eligible for the incentives contemplated by this Addendum, this Addendum will be deemed to immediately terminate.

Accepted, Acknowledged, and Agreed

COMPANY