



951 Yamato Road, Suite #160
Boca Raton, FL 33431

October 6, 2023

VIA EMAIL

Spreedly, Inc.
300 Morris Street, Ste. 400
Durham, NC 27701
Attn: Daniel Scagnelli
dscagnelli@spreedly.com

Re: Notice of Termination of vitaCare Agreement

Dear Daniel:

Reference is hereby made to that certain Enterprise Services Agreement, by and between vitaCare Prescription Services, Inc. ("VPS") and Spreedly, Inc. ("Spreedly") dated March 27, 2023, as supplemented by that certain Order Form #1 (collectively, the "Agreement").

As we've discussed, this letter serves as formal notice of termination of the Agreement. Such termination shall be effective on October 13, 2023 (the "Termination Date"). The parties agree that VPS will pay Spreedly a one-time, lump sum payment of **\$61,072** (the "Settlement Fees") as payment in full satisfaction of the Agreement and Order Form #1. The Settlement Fee shall be made payable to Spreedly via ACH on or before October 31, 2023.

Other than the Settlement Fees, each party acknowledges and agrees that the other party shall have no further liability or obligation to the other party of any kind with respect to any payments payable to the other party under this release pursuant to the Agreement. Spreedly acknowledges that the Settlement Fees are in full settlement of all claims or losses of whatsoever kind of character that it may currently have, or may ever have, against VPS including by reason of the Agreement. By signing this release and accepting the Settlement Fees, other than outlined herein, each party hereby gives up forever any right to seek further monetary or other relief from the other party for any acts or omissions arising from or related to the Agreement. Each party acknowledges the risk that subsequent to the execution of this release, such party may discover facts or may incur, suffer, or discover losses, damage or injuries which are unknown and unanticipated at the time this release is signed, which if known on the date of this release, may have materially affected its decision to give the release contained herein. Despite this knowledge and understanding, each party hereby assumes the risk of such unknown and unanticipated facts and claims, and, except as otherwise provided in this release, hereby waives any alleged right to set aside or rescind this release and any and all rights under California Civil Code § 1542 (and similar laws in other jurisdictions), which section has been duly explained to and is understood by each party, and

which reads as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Please countersign this release to acknowledge your agreement to the terms herein.

Sincerely,

DocuSigned by:

Jonathan Lanznar

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Jon Lanznar, Chief Strategy Officer
vitaCare Prescription Services, Inc.

Acknowledged and agreed:

Speedly, Inc.

DocuSigned by:

By: _____

Nellie Vail

BE106649DB624F9...

Title: Nellie Vail

Date: 10/15/2023