

CONSENT AND ASSIGNMENT AGREEMENT**ORDER FORM #Q-04641**

This Consent and Assignment Agreement is deemed effective as of [DATE] ("**Effective Date**") and is by and among:

- **Spreedly, Inc.**, with offices at 300 Morris Street, Suite 400, Durham, NC 27701 ("**Spreedly**");
- **Nooterra LLP**, with offices at 7/9, Ezgibaeva str, Almaty, 050046, Kazakhstan ("**Nooterra**"); and
- **Henson Haven, LLC**, with offices at 13221 East 32nd Avenue Suite 1 PMB 509 Spokane Valley, WA 99216 ("**Henson**"); EIN 33-2435546; and notices to hensonhavenllc@mail.com.

Spreedly and Nooterra entered a certain Order Form #Q-04641 dated October 28, 2024 (the "**Agreement**"). Nooterra now desires to assign and delegate all rights, duties and obligations in the Agreement to Henson, therefore the parties agree as follows:

1. Assignment and Assumption. Nooterra hereby assigns and delegates to Henson all rights, duties and obligations in relation to the Agreement with Spreedly and Henson hereby accepts such assignment and delegation and assumes such rights, duties and obligations as of the Effective Date.
2. Representation. Each of Spreedly, Nooterra and Henson hereby represented and warrants to the other parties that the execution, delivery, and performance hereof by it are within its corporate powers and have been duly authorized by all necessary corporate or other action and that this Consent and Assignment Agreement constitute its legal, valid, and binding obligation.
3. Further Actions. Each party hereto agrees to execute, acknowledge, and deliver all such other additional instruments, notices, releases, and other documents and will do all such other acts as may be necessary or advisable to fully carry out their respective obligations under this Consent and Assignment Agreement.
4. Governing Law. This Assignment Agreement will be governed by and construed in accordance with the laws of North Carolina and each party submits to the jurisdiction of the courts of North Carolina as regards any claim, dispute, or matter arising out or in connection with this Consent and Assignment Agreement, its implementation and effect.
5. Term. As of [Effective Date], Henson shall be deemed the "Customer" under the Order Form. Henson confirms that the assignment does not alter the scope, fees, or obligations under the Order Form. All other terms remain in full force and effect.

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

[Signatures on Next Page]



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:

Name:

Title:

Date:

Nooterra LLP

By:

Name:

Title:

Date:

Henson Haven, LLC

By:

Name:

Title:

Date: