

## CONTRACT ASSIGNMENT

This CONTRACT ASSIGNMENT (this “**Assignment**”), dated November 25, 2024, is made by and among Wastech Corp., a Delaware corporation (“**Assignee**”), and the entities listed as “**Assignors**” on the signature pages hereto (collectively, the “**Assignors**”).

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of May 7, 2024, by and among Rubicon Technologies, Inc., a Delaware corporation, Rubicon Technologies Holdings, LLC, a Delaware limited liability company, and Assignee (the “**Purchase Agreement**”), the Assignors have agreed to sell, convey, transfer and deliver to Assignee, and Assignee has agreed to acquire from Assignors, subject to the terms and conditions set forth in the Purchase Agreement (including Section 8.2 thereof), the Unassignable Contracts.

WHEREAS, capitalized terms used but not defined herein have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, the Assignee has requested consents to this Assignment, pursuant to and as required by the terms of each respective Contract (defined below) (the “**Consents**”).

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to and conditional upon attainment of each respective Consent, the Assignors transfer, convey, assign and deliver to Assignee, and Assignee hereby acquires from the Assignors, all of the rights, title, interests and obligations of the Assignors in and to each contract listed on Schedule A hereto (collectively, the “**Contracts**”). Upon attainment of each respective Consent, Assignee hereby accepts such assignment of the respective Contract and hereby assumes all of the Assignors’ duties and obligations under such Contract and agrees to pay, perform and discharge, as and when due, all of the obligations of the Assignors under such Contract accruing on and after the date of such Consent, subject to the terms and conditions set forth in the Purchase Agreement (including in respect of Excluded Liabilities relating to the Contracts). For the avoidance of doubt, Assignee agrees to be bound by the terms and conditions of each Contract upon attainment of the respective Consent.

THIS ASSIGNMENT IS IN ALL RESPECTS SUBJECT TO THE PROVISIONS OF THE PURCHASE AGREEMENT AND IS NOT INTENDED IN ANY WAY TO SUPERSEDE, LIMIT OR QUALIFY ANY PROVISION OF THE PURCHASE AGREEMENT.

2. The parties hereto agree to execute and deliver such further documentation, instruments, and the like, and to take such further action as is commercially reasonable to carry out the intentions or to facilitate the performance of the terms of this Assignment.

3. This Assignment may be executed in one or more counterparts, or by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic copy shall be effective as delivery of a manually executed counterpart to this Assignment.

4. This Assignment shall be construed by and governed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision.

5. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and each of their respective successors and permitted assigns.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned have duly executed this Contract Assignment as of the date first written above.

**ASSIGNORS:**

RUBICON GLOBAL, LLC

By: Rubicon Technologies Holdings, LLC, its Sole Member

By: Rubicon Technologies, Inc., its Managing Member

By: Osman Ahmed

Name: Osman Ahmed

Title: Interim Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have duly executed this Contract Assignment as of the date first written above.

**ASSIGNEE:**

WASTECH CORP.

By:    
Name: Tim Dahltorp   
Title: Chief Financial Officer

## **Schedule A**

### Assigned Contracts

1. [redacted]
2. Master Software Services Agreement, by and between Rubicon Global, LLC and City of Riverside, dated February 29, 2024.