

Employee Stock Purchase Plan

This Employee Stock Purchase Plan (the “Plan”) is adopted and established as of June 15, 2024, by TechNova Solutions Inc., a Delaware Corporation with its principal place of business at 123 Main Street, San Francisco, California, 94105 (the “Company”).

1. Purpose

The purpose of the Plan is to provide eligible employees with the opportunity to purchase shares of the Company’s common stock at a discount to market price.

2. Eligibility

2.1 Eligible Employees: All regular full-time employees of the Company who have attained the age of 21 and have completed one year of continuous service shall be eligible to participate in the Plan. 2.2 Ineligible Employees: Independent contractors, temporary employees, and part-time employees are not eligible to participate in the Plan.

3. Plan Administration

3.1 The Plan shall be administered by the Company’s Compensation Committee. 3.2 The Compensation Committee shall have the authority to interpret the Plan, resolve disputes, and make determinations regarding eligibility and participation.

4. Offering Periods

4.1 Offering Periods: The Plan shall consist of two offering periods per year, commencing on February 1 and August 1 of each year. 4.2 Purchase Date: The purchase date for each offering period shall be the last business day of June and December, respectively.

5. Purchase Price

5.1 Purchase Price: Eligible employees may purchase shares of the Company’s common stock at a discount of 15% from the lower of the fair market value of the Company’s common stock on the first day of the offering period or the purchase date.

6. Payroll Deductions

6.1 Payroll Deductions: Participants may contribute up to 10% of their base salary to the Plan through payroll deductions during each offering period. 6.2 Maximum Contribution: The maximum total contribution per participant during any offering period shall be \$10,000.

7. Vesting

7.1 Vesting: Shares purchased under the Plan shall vest immediately upon purchase.

8. Amendments and Termination

8.1 Amendments: The Compensation Committee may amend the Plan, provided that such amendments do not materially and adversely affect the rights of participants. 8.2 Termination: The Plan may be terminated by the Board of Directors at any time, but any such termination shall not affect the rights of participants under existing offering periods.

9. Miscellaneous

9.1 Governing Law: This Plan shall be governed by and construed in accordance with the laws of the State of Delaware. 9.2 Entire Agreement: This Plan constitutes the entire agreement between the Company and its participants regarding the Employee Stock Purchase Plan.

IN WITNESS WHEREOF, the Company has caused this Employee Stock Purchase Plan to be executed as of the date first written above.

TechNova Solutions Inc. By: [Name] [Title]