

RESTRICTED STOCK UNIT AGREEMENT

SUMMIT DIGITAL SOLUTIONS, INC.

2024 EQUITY INCENTIVE PLAN

THIS RESTRICTED STOCK UNIT AGREEMENT (the "Agreement") is made and entered into as of [DATE] (the "Grant Date"), by and between Summit Digital Solutions, Inc., a Delaware corporation (the "Company"), and [PARTICIPANT NAME] (the "Participant").

1. GRANT OF RSUs

Subject to the terms and conditions of this Agreement and the Company's 2024 Equity Incentive Plan (the "Plan"), the Company hereby grants to the Participant [NUMBER] restricted stock units (the "RSUs"). Each RSU represents the right to receive one share of the Company's Common Stock, par value \$0.001 per share (the "Common Stock"), subject to the vesting requirements set forth herein.

2. VESTING SCHEDULE

1 ****Regular Vesting****. Subject to the Participant's continuous Service (as defined in the Plan) through each applicable vesting date, the RSUs shall vest according to the following schedule:

- 25% of the RSUs shall vest on the first anniversary of the Grant Date
- The remaining 75% shall vest in equal quarterly installments over the following three years

2 ****Accelerated Vesting****. Notwithstanding Section 2.1:

(a) Upon a Change in Control (as defined in the Plan), all unvested RSUs shall immediately vest if:

(i) The Participant's Service is terminated without Cause within 12 months following such Change in Control; or

(ii) The Participant resigns for Good Reason within 12 months following such Change in Control.

3. SETTLEMENT OF RSUs

1 ****Timing of Settlement****. Vested RSUs shall be settled by the Company through the issuance of shares of Common Stock as soon as administratively practicable following the vesting date, but in no event later than March 15 of the year following the year in which the RSUs vest.

2 ****Form of Settlement****. Upon settlement, the Company shall issue to the Participant one share of Common Stock for each vested RSU. The Company may require the Participant to satisfy any tax

withholding obligations as a condition to settlement.

4. RESTRICTIONS ON TRANSFER

The RSUs may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of in any manner, whether voluntarily or by operation of law, other than by will or the laws of descent and distribution.

5. TERMINATION OF SERVICE

1 ****General****. Upon termination of the Participant's Service for any reason other than death or Disability, all unvested RSUs shall be immediately forfeited.

2 ****Death or Disability****. If the Participant's Service terminates due to death or Disability:

(a) All unvested RSUs that would have vested within 12 months following such termination shall immediately vest

(b) All other unvested RSUs shall be forfeited

6. DIVIDEND EQUIVALENTS

The Participant shall be entitled to receive dividend equivalents with respect to the RSUs, payable in cash or additional RSUs as determined by the Board of Directors, when and if dividends are declared on the Common Stock.

7. TAX MATTERS

1 ****Tax Withholding****. The Company shall have the right to require the Participant to remit to the Company an amount sufficient to satisfy any federal, state, local, or foreign tax withholding requirements.

2 ****Section 409A****. This Agreement is intended to comply with Section 409A of the Internal Revenue Code or an exemption thereunder and shall be construed and interpreted accordingly.

8. COMPLIANCE WITH LAWS

The issuance of shares under this Agreement shall be subject to compliance with all applicable laws, including federal and state securities laws.

9. MISCELLANEOUS

1 ****Governing Law****. This Agreement shall be governed by the laws of the State of Delaware, without regard to conflicts of law principles.

2 ****Entire Agreement****. This Agreement, together with the Plan, constitutes the entire agreement between the parties regarding the subject matter hereof.

3 ****Amendment****. This Agreement may be amended only by written agreement of the parties.

4 ****Electronic Delivery****. The Company may deliver documents related to the RSUs electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Grant Date.

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Alexandra Reeves

Title: Chief Executive Officer

PARTICIPANT:

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[Participant Name]

Date: