

INVESTORS' RIGHTS AGREEMENT

THIS INVESTORS' RIGHTS AGREEMENT (the "Agreement") is entered into as of January 15, 2024, by and among SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation (the "Company"), and the investors listed on Schedule A hereto (each, an "Investor" and collectively, the "Investors").

RECITALS

WHEREAS, the Investors are purchasing shares of the Company's Series A Preferred Stock pursuant to that certain Series A Preferred Stock Purchase Agreement dated January 15, 2024 (the "Purchase Agreement"); and

WHEREAS, as a condition to entering into the Purchase Agreement, the Investors and the Company have agreed to enter into this Agreement to set forth certain rights and obligations between the parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. DEFINITIONS

1 "Common Stock" means the Company's common stock, par value \$0.001 per share.

2 "Holder" means any Investor and any transferee thereof who holds at least 500,000 shares of Registrable Securities.

3 "IPO" means the Company's first firm commitment underwritten public offering of Common Stock registered under the Securities Act of 1933.

4 "Registrable Securities" means (i) shares of Common Stock issued or issuable upon conversion of the Series A Preferred Stock and (ii) any Common Stock issued as a dividend on such shares.

2. REGISTRATION RIGHTS

1 ****Demand Registration****

(a) If at any time after the earlier of (i) three years after the date of this Agreement or (ii) six months after the Company's IPO, Holders of at least 30% of the Registrable Securities request that the

Company file a registration statement covering at least 40% of the Registrable Securities, the Company shall use commercially reasonable efforts to effect such registration.

(b) The Company shall not be obligated to effect more than two registrations under this Section 2.1.

2 ****Piggyback Registration****

(a) If the Company proposes to register any Common Stock, it shall give each Holder written notice of such registration at least 30 days prior to filing.

(b) The Company shall include in such registration all Registrable Securities requested to be included by Holders within 20 days of such notice.

3. INFORMATION RIGHTS

1 ****Financial Information****

The Company shall deliver to each Investor holding at least 1,000,000 shares of Series A Preferred Stock:

- (a) Audited annual financial statements within 90 days after fiscal year end;
- (b) Unaudited quarterly financial statements within 45 days after quarter end;
- (c) Monthly management reports within 30 days after month end;
- (d) Annual operating budget at least 30 days prior to fiscal year end.

2 ****Inspection Rights****

Each Major Investor shall have reasonable access to the Company's facilities and personnel during normal business hours with advance notice.

4. RIGHT OF FIRST OFFER

1 The Company shall not issue any New Securities unless it first offers such New Securities to each Major Investor.

2 Each Major Investor shall have 20 days to exercise its pro rata right to purchase such New Securities.

5. BOARD MATTERS

1 The Board shall meet at least quarterly.

2 The Company shall maintain D&O insurance with coverage of at least \$5,000,000.

3 Series A Director shall be entitled to serve on all Board committees.

6. PROTECTIVE PROVISIONS

1 The Company shall not, without approval of holders of at least 66 % of Series A Preferred Stock:

(a) Amend the Certificate of Incorporation

(b) Create senior or pari passu securities

(c) Increase/decrease authorized shares

(d) Declare dividends

(e) Effect a liquidation or sale of the Company

7. MISCELLANEOUS

1 ****Term****. This Agreement shall terminate upon the earlier of:

(a) The closing of the Company's IPO

(b) A Deemed Liquidation Event

(c) Written consent of holders of 66 % of Registrable Securities

2 ****Successors and Assigns****. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

3 ****Governing Law****. This Agreement shall be governed by Delaware law.

4 ****Counterparts****. This Agreement may be executed in counterparts.

5 ****Notices****. All notices shall be in writing and sent to addresses set forth in the Company's records.

IN WITNESS WHEREOF, the parties have executed this Investors' Rights Agreement as of the date first above written.

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

INVESTORS:

[Signature pages to follow]

SCHEDULE A

List of Investors

[To be completed]