

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and among SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation (the "Company"), and the stockholders of the Company listed on Schedule A attached hereto (each, a "Stockholder" and collectively, the "Stockholders").

RECITALS

WHEREAS, the Company desires to establish certain restrictions on the transfer of shares of the Company's capital stock and to provide the Company with a right of first refusal with respect to certain proposed transfers of shares; and

WHEREAS, the Stockholders desire to agree to such restrictions and rights for the mutual benefit of the Company and its stockholders.

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

1. DEFINITIONS

1 "Board" means the Board of Directors of the Company.

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

3 "Preferred Stock" means the Company's Preferred Stock, par value \$0.001 per share.

4 "Shares" means all shares of Common Stock and Preferred Stock now owned or subsequently acquired by the Stockholders.

5 "Transfer" means any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by bequest, devise or descent, or other transfer or disposition of any kind, including but not limited to transfers pursuant to divorce or legal separation, transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors, whether voluntary, involuntarily or by operation of law.

2. RIGHT OF FIRST REFUSAL

1 Notice of Proposed Transfer. If at any time a Stockholder proposes to Transfer any Shares (the

"Offered Shares") to any person or entity, such Stockholder (the "Transferring Stockholder") shall first give written notice (the "Transfer Notice") to the Company. The Transfer Notice shall describe in reasonable detail the proposed Transfer including, without limitation, the number of Offered Shares, the nature of the Transfer, the consideration to be paid, and the name and address of each prospective purchaser or transferee.

2 Company's Right of First Refusal. The Company shall have the right, within thirty (30) days after receipt of the Transfer Notice (the "Company Election Period"), to elect to purchase all or any portion of the Offered Shares at the same price and on the same terms and conditions as specified in the Transfer Notice by delivering written notice of such election to the Transferring Stockholder.

3 Payment Terms. The purchase price for the Offered Shares shall be payable in cash at closing, which shall occur within sixty (60) days following the Company's election to purchase the Offered Shares.

3. EXEMPT TRANSFERS

1 Permitted Transfers. The right of first refusal set forth in Section 2 shall not apply to:

- (a) Transfers to any spouse, child, parent, or grandparent of a Stockholder, or to a trust established for the benefit of such persons or the Stockholder;
- (b) Transfers to any entity wholly owned by the Transferring Stockholder;
- (c) Transfers pursuant to a merger, consolidation, or other acquisition of the Company; or
- (d) Transfers approved by the Board in writing prior to such Transfer.

4. LEGEND

1 Share Certificates. Each certificate representing Shares shall bear the following legend:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL IN FAVOR OF THE COMPANY, AS PROVIDED IN A RIGHT OF FIRST REFUSAL AGREEMENT WITH THE COMPANY, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY."

5. TERM

1 Duration. This Agreement shall terminate upon the earlier of:

(a) The closing of the Company's first firm commitment underwritten public offering of its Common Stock registered under the Securities Act of 1933, as amended; or

(b) The consummation of a Deemed Liquidation Event as defined in the Company's Certificate of Incorporation.

6. MISCELLANEOUS

1 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware.

2 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties.

3 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subjects hereof.

4 Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement.

5 Amendment. Any term of this Agreement may be amended with the written consent of the Company and the holders of a majority of the Shares.

6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Right of First Refusal Agreement as of the date first written above.

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

STOCKHOLDERS:

[Individual signature blocks for each Stockholder listed on Schedule A]

SCHEDULE A

List of Stockholders:

Peak Ventures Fund III, LP

Digital Transformation Partners, LLC

Innovation Growth Fund II, LP

Dr. Alexandra Reeves

Michael Chang

Sarah Blackwell