

SUMMIT DIGITAL SOLUTIONS, INC.

2023-2024 EMPLOYEE STOCK OPTION PLAN

ARTICLE I - INTRODUCTION

1 ****Purpose****. The Summit Digital Solutions, Inc. 2023-2024 Employee Stock Option Plan (the "Plan") is established to advance the interests of Summit Digital Solutions, Inc. (the "Company") and its stockholders by providing eligible employees with opportunities to acquire shares of the Company's common stock, thereby promoting long-term growth and financial success of the Company.

2 ****Effective Date****. This Plan shall become effective as of July 1, 2023 (the "Effective Date"), subject to approval by the Company's Board of Directors.

ARTICLE II - DEFINITIONS

1 ****Defined Terms****. As used herein, the following terms shall have the meanings set forth below:

- (a) "Board" means the Board of Directors of Summit Digital Solutions, Inc.
- (b) "Committee" means the Compensation Committee appointed by the Board to administer the Plan.
- (c) "Common Stock" means the common stock of the Company, par value \$0.001 per share.
- (d) "Fair Market Value" means, as of any date, the value of Common Stock determined by the Board in good faith compliance with Section 409A of the Code.
- (e) "Option" means a right to purchase Common Stock granted under the Plan.

ARTICLE III - ADMINISTRATION

1 ****Plan Administration****. The Plan shall be administered by the Committee, which shall have full power and authority to:

- (a) Select eligible employees to receive Options;
- (b) Determine the size and terms of Option grants;
- (c) Interpret the Plan and establish rules for its administration;
- (d) Make all other determinations necessary or advisable for Plan administration.

ARTICLE IV - STOCK SUBJECT TO PLAN

1 ****Maximum Shares****. Subject to adjustment as provided in Section 4.2, the maximum number of shares of Common Stock available for issuance under the Plan shall be 2,500,000 shares.

2 ****Adjustments****. In the event of any stock split, stock dividend, recapitalization, or similar change affecting the Company's Common Stock, appropriate adjustments shall be made to:

- (a) The number and class of shares subject to the Plan;
- (b) The number and class of shares subject to outstanding Options;
- (c) The exercise price of outstanding Options.

ARTICLE V - ELIGIBILITY AND PARTICIPATION

1 ****Eligible Employees****. Options may be granted to full-time employees of the Company and its subsidiaries who have completed at least six (6) months of continuous service.

2 ****Participation****. The Committee shall select participants from among eligible employees based on positions, duties, responsibilities, and contributions to the Company's success.

ARTICLE VI - STOCK OPTIONS

1 ****Option Grants****. Each Option granted shall be evidenced by a written agreement specifying:

- (a) Number of shares subject to the Option
- (b) Exercise price (not less than Fair Market Value on grant date)
- (c) Vesting schedule
- (d) Exercise terms and conditions
- (e) Expiration date (not more than 10 years from grant date)

2 ****Vesting Schedule****. Unless otherwise determined by the Committee, Options shall vest over four (4) years as follows:

- 25% on the first anniversary of the grant date
- 6.25% quarterly thereafter

ARTICLE VII - TERMINATION PROVISIONS

1 ****Employment Termination****. Upon termination of employment:

(a) Voluntary Resignation or Termination for Cause: All unvested Options immediately forfeit; vested Options exercisable for 90 days

(b) Death or Disability: All unvested Options immediately vest; exercisable for 12 months

(c) Retirement: Continued vesting for 12 months; exercisable for 24 months

ARTICLE VIII - GENERAL PROVISIONS

1 ****Amendment and Termination****. The Board may amend, suspend, or terminate the Plan at any time, provided that no amendment shall materially impair rights under previously granted Options without the optionee's consent.

2 ****Compliance with Laws****. The Plan shall be administered in compliance with applicable federal and state securities laws.

3 ****Non-Transferability****. Options shall not be transferable except by will or laws of descent and distribution.

4 ****Tax Withholding****. The Company may withhold shares or require cash payment to satisfy tax withholding obligations.

ARTICLE IX - TERM OF PLAN

1 ****Duration****. The Plan shall terminate on June 30, 2024, unless earlier terminated by the Board. Options outstanding at Plan termination shall remain in effect according to their terms.

IN WITNESS WHEREOF, Summit Digital Solutions, Inc. has caused this Plan to be executed by its duly authorized officer as of the Effective Date.

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

ATTEST:

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Corporate Secretary