

EMPLOYEE STOCK PURCHASE PLAN

Summit Digital Solutions, Inc.

Effective Date: January 1, 2024

1. PURPOSE AND SCOPE

1. Summit Digital Solutions, Inc. (the "Company") hereby establishes this Employee Stock Purchase Plan (the "Plan") to provide eligible employees with an opportunity to purchase shares of the Company's common stock through accumulated payroll deductions.
2. This Plan is intended to qualify as an "employee stock purchase plan" under Section 423 of the Internal Revenue Code of 1986, as amended (the "Code").

2. DEFINITIONS

1. "Board" means the Board of Directors of the Company.
2. "Committee" means the Compensation Committee of the Board.
3. "Eligible Employee" means any person employed by the Company for at least 90 days prior to an Offering Date.
4. "Fair Market Value" means, as of any date, the value of the Common Stock as determined by the Board in good faith.
5. "Offering Date" means the first trading day of each Offering Period.
6. "Purchase Date" means the last trading day of each Purchase Period.

3. ADMINISTRATION

1. The Plan shall be administered by the Committee, which shall have full authority to:
 - a) Interpret the Plan's provisions;
 - b) Establish rules and procedures for Plan operation;
 - c) Designate subsidiaries as participating in the Plan;
 - d) Resolve all questions arising under the Plan.
2. The Committee's decisions shall be final and binding upon all parties.

4. ELIGIBILITY AND PARTICIPATION

1. Any Eligible Employee may participate in the Plan, except:
 - a) Employees who own 5% or more of the Company's voting stock;
 - b) Employees whose customary employment is less than 20 hours per week;
 - c) Employees whose customary employment is for not more than 5 months in any calendar year.
2. Participation in the Plan is voluntary and may be terminated by the participant at any time.

5. STOCK SUBJECT TO THE PLAN

1. The maximum number of shares available for purchase under the Plan is 2,000,000 shares of Common Stock.
2. If the total number of shares to be purchased on any Purchase Date exceeds the available shares, the Committee shall make a pro rata allocation.

6. OFFERING PERIODS AND PURCHASE PERIODS

1. The Plan shall be implemented through consecutive 6-month Offering Periods, commencing on January 1 and July 1 of each year.
2. Each Offering Period shall contain one 6-month Purchase Period.

7. PAYROLL DEDUCTIONS AND PURCHASE PRICE

1. Participants may elect payroll deductions between 1% and 15% of their Compensation.
2. The purchase price shall be 85% of the lesser of:
 - a) The Fair Market Value on the Offering Date;
 - b) The Fair Market Value on the Purchase Date.

8. PURCHASE OF SHARES

1. On each Purchase Date, each participant's accumulated payroll deductions shall be applied to purchase shares.
2. No participant may purchase more than \$25,000 worth of shares (determined at the Offering Date) in any calendar year.

9. WITHDRAWAL AND TERMINATION

1. A participant may withdraw all accumulated payroll deductions at any time prior to the Purchase Date.
2. Upon termination of employment, participation shall immediately terminate and accumulated payroll deductions shall be refunded.

10. TRANSFERABILITY

1. Rights under the Plan are not transferable except by will or laws of descent and distribution.

11. AMENDMENTS AND TERMINATION

1. The Board may amend, suspend, or terminate the Plan at any time.
2. No amendment shall adversely affect outstanding rights without participant consent.

12. EFFECTIVE DATE AND TERM

1. This Plan shall become effective upon stockholder approval.
2. The Plan shall continue until terminated by the Board or all shares are purchased.

13. GOVERNING LAW

1. This Plan shall be governed by Delaware law without regard to conflict of law principles.

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

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Dr. Alexandra Reeves

Chief Executive Officer

Date: December 15, 2023

ATTEST:

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Corporate Secretary