

CO-SALE AGREEMENT

THIS CO-SALE 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"), the holders of Common Stock listed on Exhibit A hereto (the "Key Holders"), and the holders of Preferred Stock listed on Exhibit B hereto (the "Investors").

RECITALS

WHEREAS, the Key Holders are the beneficial owners of shares of Common Stock of the Company;

WHEREAS, the Investors are the beneficial owners of shares of Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock of the Company; and

WHEREAS, the parties desire to enter into this Agreement to provide the Investors with certain rights to participate in future sales of the Company's securities by the Key Holders.

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

1. DEFINITIONS

1 "Capital Stock" means all shares of Common Stock and Preferred Stock of the Company.

2 "Change of Control" means (i) a merger, consolidation, or sale of the Company, (ii) a sale of all or substantially all of the Company's assets, or (iii) any transaction resulting in a change in ownership of more than 50% of the Company's voting power.

3 "Transfer" means any sale, assignment, transfer, pledge, hypothecation, or other disposition.

2. CO-SALE RIGHTS

1 ****Notice of Proposed Transfer****. If any Key Holder proposes to Transfer any shares of Capital Stock (the "Offered Shares"), such Key Holder shall deliver written notice (the "Transfer Notice") to the Company and each Investor at least thirty (30) days prior to the proposed Transfer.

2 ****Exercise of Co-Sale Right****. Each Investor may elect to participate in the proposed Transfer by delivering written notice (the "Election Notice") to the selling Key Holder within fifteen (15) days after receipt of the Transfer Notice.

3 ****Pro Rata Share****. Each participating Investor shall have the right to sell up to its pro rata share of the Offered Shares, calculated as follows:

$(X/Y) \cdot Z$, where:

X = Number of shares of Capital Stock held by the Investor

Y = Total number of shares of Capital Stock held by all Key Holders and electing Investors

Z = Total number of Offered Shares

3. TRANSFER PROCEDURES

1 ****Purchase Agreement****. The sale of shares by participating Investors shall be made on the same terms and conditions as the sale by the Key Holder.

2 ****Closing****. The closing of the Transfer shall take place on the date specified in the Transfer Notice, or such other date as the parties shall agree in writing.

3 ****Documentation****. Each participating Investor shall execute all documentation reasonably required to effect the Transfer.

4. EXEMPT TRANSFERS

1 The following Transfers shall be exempt from the provisions of Section 2:

- (a) Transfers to immediate family members or trusts for estate planning purposes;
- (b) Transfers to wholly-owned affiliates;
- (c) Transfers pursuant to a Change of Control; and
- (d) Transfers approved in writing by holders of at least 66 % of the Preferred Stock.

5. TERM AND TERMINATION

1 This Agreement shall terminate upon the earlier of:

- (a) The closing of the Company's initial public offering;
- (b) A Change of Control; or
- (c) Written consent of holders of at least 66 % of the Preferred Stock.

6. MISCELLANEOUS

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

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

3 ****Counterparts****. This Agreement may be executed in counterparts, each of which shall be deemed an original.

4 ****Amendment****. Any amendment must be in writing and signed by the Company and holders of at least 66 % of the Preferred Stock.

5 ****Severability****. If any provision is held invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

IN WITNESS WHEREOF, the parties have executed this Co-Sale Agreement as of the date first written above.

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

KEY HOLDERS:

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Michael Chang

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Sarah Blackwell

INVESTORS:

PEAK VENTURES FUND III, L.P.

By: _

Name: David Wilson

Title: Managing Partner

DIGITAL GROWTH PARTNERS, LLC

By: _

Name: Jennifer Martinez

Title: Authorized Signatory

EXHIBIT A

Key Holders

Michael Chang - 1,500,000 shares of Common Stock

Sarah Blackwell - 1,000,000 shares of Common Stock

EXHIBIT B

Investors

Peak Ventures Fund III, L.P. - 2,500,000 shares of Series C Preferred Stock

Digital Growth Partners, LLC - 2,000,000 shares of Series B Preferred Stock