

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of March 1, 2024 (the "Effective Date"), by and between SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation (the "Company"), and DR. ALEXANDRA REEVES (the "Executive").

RECITALS

WHEREAS, the Company desires to employ the Executive as its Chief Executive Officer, and the Executive desires to accept such employment, subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Executive possesses unique skills, knowledge, and experience relating to digital transformation and enterprise technology solutions; and

WHEREAS, the Company and Executive desire to enter into this Agreement to set forth the terms and conditions of Executive's employment with the Company.

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

1. EMPLOYMENT AND DUTIES

1 ****Position****. The Company hereby employs the Executive as Chief Executive Officer ("CEO"), reporting to the Board of Directors. The Executive accepts such employment on the terms and conditions set forth in this Agreement.

2 ****Duties****. The Executive shall perform all duties and responsibilities customarily associated with the position of CEO, including:

- (a) Developing and executing the Company's strategic vision and growth initiatives;
- (b) Overseeing the Peak Performance Platform and related technology offerings;
- (c) Managing senior leadership team and organizational development;
- (d) Ensuring operational excellence and financial performance; and
- (e) Such other duties as may be assigned by the Board of Directors.

2. TERM AND TERMINATION

1 **Term**. The initial term shall commence on the Effective Date and continue for three (3) years (the "Initial Term"), unless earlier terminated pursuant to this Agreement. Thereafter, this Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term").

2 **Termination**. This Agreement may be terminated:

- (a) By mutual written agreement;
- (b) By the Company for Cause;
- (c) By the Executive for Good Reason;
- (d) Due to Executive's death or Disability; or
- (e) By either party with 90 days' written notice.

3. COMPENSATION AND BENEFITS

1 **Base Salary**. The Company shall pay Executive an annual base salary of \$750,000, subject to annual review and adjustment by the Board.

2 **Annual Bonus**. Executive shall be eligible for an annual performance bonus targeting 100% of base salary based on achievement of Company and individual objectives.

3 **Equity Compensation**. Executive shall receive:

- (a) Initial grant of 500,000 restricted stock units (RSUs), vesting over four years;
- (b) Annual equity grants as determined by the Board; and
- (c) Participation in future equity plans as established by the Company.

4 **Benefits**. Executive shall be entitled to participate in all employee benefit plans, including:

- (a) Health, dental, and vision insurance;
- (b) Life and disability insurance;
- (c) 401(k) plan with Company matching;
- (d) Four weeks paid vacation annually; and
- (e) Other benefits provided to senior executives.

4. PROPRIETARY INFORMATION AND INVENTIONS

1 **Confidential Information**. Executive agrees to maintain the confidentiality of all proprietary information, including:

- (a) The Peak Performance Platform technology and algorithms;

- (b) Customer data and relationships;
- (c) Business strategies and financial information; and
- (d) Other confidential information as defined in the Company's policies.

2 ****Inventions Assignment****. Executive assigns to the Company all rights to inventions, improvements, and discoveries developed during employment.

5. RESTRICTIVE COVENANTS

1 ****Non-Competition****. During employment and for 12 months thereafter, Executive shall not engage in competitive business activities within the digital transformation and enterprise technology consulting industry.

2 ****Non-Solicitation****. Executive agrees not to solicit:

- (a) Company employees for 24 months post-employment;
- (b) Company customers for 12 months post-employment; and
- (c) Company partners or vendors for 12 months post-employment.

6. MISCELLANEOUS

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

2 ****Dispute Resolution****. All disputes shall be resolved through binding arbitration in Delaware.

3 ****Severability****. If any provision is found invalid, the remaining provisions shall continue in effect.

4 ****Entire Agreement****. This Agreement constitutes the complete understanding between the parties and supersedes all prior agreements.

5 ****Amendments****. This Agreement may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SUMMIT DIGITAL SOLUTIONS, INC.

By:

Name: James Wilson

Title: Chairman of the Board

EXECUTIVE:

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Dr. Alexandra Reeves

Date: March 1, 2024