

DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY

Policy Number: DO-2023-85421

Policy Period: January 1, 2024 to January 1, 2025

Named Insured: Summit Digital Solutions, Inc.

Insurance Carrier: Atlantic Corporate Risk Insurance Company

I. INSURING AGREEMENTS

1 In consideration of the payment of the premium and subject to all terms, conditions, and limitations of this Policy, the Insurer agrees to pay on behalf of:

(a) The Insured Persons all Loss for which the Insured Persons are not indemnified by the Company arising from any Claim first made during the Policy Period for a Wrongful Act;

(b) The Company all Loss for which the Company grants indemnification to any Insured Person, as permitted or required by law, arising from any Claim first made during the Policy Period for a Wrongful Act.

II. COVERAGE LIMITS

1 Aggregate Limit of Liability: \$10,000,000

2 Individual Claim Limit: \$10,000,000

3 Retention (Each Claim):

- Securities Claims: \$250,000
- All Other Claims: \$150,000

III. DEFINITIONS

1 "Claim" means:

- (a) Any written demand for monetary or non-monetary relief;
- (b) Any civil, criminal, administrative, or regulatory proceeding;
- (c) Any formal investigation of an Insured Person by any regulatory or governmental agency.

2 "Insured Persons" means any past, present, or future:

- (a) Directors of the Company

- (b) Officers of the Company
- (c) Employees of the Company acting in a management or supervisory capacity
- (d) Members of the Board of Directors
- (e) Members of any advisory board established by the Company

3 "Loss" means damages, judgments, settlements, and Defense Costs that the Insured becomes legally obligated to pay as a result of any Claim.

IV. EXCLUSIONS

1 The Insurer shall not be liable for Loss in connection with any Claim:

- (a) Based upon, arising from, or attributable to any deliberately fraudulent or criminal act, if established by final adjudication;
- (b) For bodily injury, sickness, disease, death, or emotional distress;
- (c) Based upon, arising from, or attributable to the gaining of any personal profit or advantage to which the Insured was not legally entitled;
- (d) For violations of any federal, state, or local wage and hour laws;
- (e) Related to any public offering of securities of the Company.

V. REPORTING AND NOTICE

1 The Insured shall provide written notice to the Insurer of any Claim as soon as practicable, but in no event later than:

- (a) 60 days after the end of the Policy Period; or
- (b) The expiration of any applicable Extended Reporting Period.

2 Notice shall be provided to:

Atlantic Corporate Risk Insurance Company

Attn: Claims Department

1234 Corporate Plaza, Suite 500

New York, NY 10022

VI. DEFENSE AND SETTLEMENT

1 The Insurer shall have the right and duty to defend any Claim against an Insured covered under this Policy.

2 The Insured shall not admit liability, settle any Claim, incur Defense Costs, or make any settlement offer without the Insurer's prior written consent.

VII. GENERAL CONDITIONS

1 Changes in Exposure

(a) If during the Policy Period the Company acquires or creates another entity, coverage shall automatically apply to such entity and its Insured Persons for Wrongful Acts occurring after such acquisition.

2 Cancellation

(a) This Policy may be cancelled by the Named Insured by surrender thereof to the Insurer or by mailing written notice stating when thereafter the cancellation shall be effective.

(b) The Insurer may cancel this Policy only for non-payment of premium with 30 days written notice.

VIII. AUTHORIZATION

This Policy shall be signed by two duly authorized representatives of the Insurer.

ATLANTIC CORPORATE RISK INSURANCE COMPANY

By: _

Name: John D. Wilson

Title: President

By: _

Name: Sarah M. Thompson

Title: Secretary

Date: December 15, 2023