

STOCK OPTION GRANT AGREEMENT

THIS STOCK OPTION GRANT AGREEMENT (this "Agreement") is made and entered into as of [DATE] by and between Summit Digital Solutions, Inc., a Delaware corporation (the "Company"), and [PARTICIPANT NAME] (the "Participant").

1. GRANT OF OPTION

1 Subject to the terms and conditions of this Agreement and the Company's 2023 Equity Incentive Plan (the "Plan"), the Company hereby grants to the Participant an option (the "Option") to purchase [NUMBER] shares of the Company's Common Stock (the "Option Shares") at an exercise price of \$[AMOUNT] per share (the "Exercise Price").

2 The Option is intended to be [an Incentive Stock Option/a Non-Qualified Stock Option] under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. VESTING SCHEDULE

1 The Option shall vest and become exercisable according to the following schedule, subject to Participant's continuous Service (as defined in the Plan) with the Company through each applicable vesting date:

- 25% of the Option Shares shall vest on the first anniversary of the Vesting Commencement Date
- The remaining 75% shall vest in equal monthly installments over the following 36 months

2 The "Vesting Commencement Date" shall be [DATE].

3. EXERCISE OF OPTION

1 Exercise Period. The Option may be exercised during its term in accordance with the vesting schedule set forth in Section 2 and the applicable provisions of the Plan. The Option shall expire on the tenth anniversary of the date of grant (the "Expiration Date").

2 Method of Exercise. The Option may be exercised by delivering to the Company:

- (a) A written notice specifying the number of Option Shares to be purchased;
- (b) Payment in full of the Exercise Price for such Option Shares; and

(c) Payment of any required tax withholding.

3 Payment Methods. The Exercise Price may be paid by:

- (a) Cash or check;
- (b) Shares of Common Stock held for the requisite period;
- (c) Cashless exercise through a broker; or
- (d) Net exercise, subject to the Company's approval.

4. TERMINATION OF SERVICE

1 If Participant's Service terminates for any reason other than death, Disability, or Cause:

- (a) The unvested portion of the Option shall immediately terminate
- (b) The vested portion shall remain exercisable for ninety (90) days following termination

2 If Participant's Service terminates due to death or Disability:

- (a) The unvested portion of the Option shall immediately terminate
- (b) The vested portion shall remain exercisable for twelve (12) months following termination

3 If Participant's Service is terminated for Cause, the entire Option (both vested and unvested portions) shall immediately terminate.

5. RESTRICTIONS ON TRANSFER

1 The Option may not be transferred except by will or the laws of descent and distribution and shall be exercisable during the Participant's lifetime only by the Participant.

2 The Option Shares shall be subject to the transfer restrictions set forth in the Plan and any applicable lock-up agreements.

6. ADJUSTMENTS

1 In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off, or similar change affecting the Company's Common Stock, appropriate adjustments shall be made to:

- (a) The number and class of securities subject to the Option
- (b) The Exercise Price per share

7. CORPORATE TRANSACTION

1 In the event of a Corporate Transaction (as defined in the Plan), the Option shall be subject to the provisions of the Plan governing Corporate Transactions.

8. COMPLIANCE WITH LAWS

1 The exercise of the Option and issuance of Option Shares shall be subject to compliance with applicable securities laws and other laws.

2 The Company shall not be obligated to issue any Option Shares if such issuance would violate any applicable laws.

9. RIGHTS AS STOCKHOLDER

1 The Participant shall not have any rights as a stockholder with respect to any Option Shares until such shares are issued following exercise of the Option.

10. MISCELLANEOUS

1 Governing Law. This Agreement shall be governed by the laws of the State of Delaware.

2 Entire Agreement. This Agreement, together with the Plan, represents the entire agreement between the parties.

3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

4 Electronic Delivery. The Company may deliver documents related to the Option electronically.

IN WITNESS WHEREOF, the parties have executed this Stock Option Grant Agreement as of the date first written above.

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name:

Title:

PARTICIPANT

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[Participant Name]