

# **EXECUTIVE RETENTION AND RESTRICTED STOCK UNIT AGREEMENT**

THIS EXECUTIVE RETENTION AND RESTRICTED STOCK UNIT AGREEMENT (the "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation (the "Company"), and the executive identified on the signature page hereto (the "Executive").

## **RECITALS**

WHEREAS, the Executive serves as a key member of the Company's engineering leadership team;

WHEREAS, the Company desires to provide additional incentives to retain the Executive and ensure continuity of leadership during the Company's growth phase; and

WHEREAS, the Company wishes to grant to the Executive restricted stock units ("RSUs") representing the right to receive shares of the Company's common stock, subject to the terms and conditions set forth herein.

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

## **1. DEFINITIONS**

1 "Board" means the Board of Directors of the Company.

2 "Cause" means (a) willful misconduct or gross negligence in the performance of Executive's duties; (b) fraud, embezzlement, or material dishonesty; (c) conviction of a felony; or (d) material breach of this Agreement or Company policies.

3 "Change in Control" means (a) acquisition of more than 50% of Company voting power; (b) merger resulting in change of majority ownership; or (c) sale of substantially all Company assets.

4 "Good Reason" means (a) material reduction in duties or compensation; (b) relocation requirement exceeding 50 miles; or (c) material breach of this Agreement by Company.

## **2. RSU GRANT AND VESTING**

1 **\*\*Grant\*\***. The Company hereby grants to Executive 75,000 RSUs, each representing the right to receive one share of Company common stock upon vesting.

2 **\*\*Vesting Schedule\*\***. Subject to Executive's continued employment, RSUs shall vest as follows:

- 25% on the first anniversary of the Effective Date
- 6.25% quarterly thereafter for three years
- Accelerated vesting upon Change in Control

3 **\*\*Settlement\*\***. Vested RSUs shall be settled within 30 days of vesting by issuing shares of Company common stock.

### **3. RETENTION TERMS**

1 **\*\*Retention Period\*\***. Executive agrees to remain employed with the Company through January 15, 2027 (the "Retention Period").

2 **\*\*Retention Bonus\*\***. Subject to completing the Retention Period, Executive shall receive:

- Cash bonus of \$250,000
- Additional 25,000 RSUs, fully vested upon grant

3 **\*\*Early Termination\*\***. If Executive's employment terminates before completing the Retention Period:

- For Cause or voluntary resignation: forfeit unvested RSUs and retention bonus
- Without Cause or Good Reason: pro-rata vesting of RSUs and retention bonus

### **4. RESTRICTIVE COVENANTS**

1 **\*\*Confidentiality\*\***. Executive shall maintain strict confidentiality of Company proprietary information, including Peak Performance Platform technology and client implementations.

2 **\*\*Non-Competition\*\***. During employment and 12 months thereafter, Executive shall not engage with competing digital transformation services providers.

3 **\*\*Non-Solicitation\*\***. During employment and 12 months thereafter, Executive shall not solicit Company employees or clients.

### **5. TAX MATTERS**

1 **\*\*Withholding\*\***. Company may withhold shares or require cash payment to satisfy tax obligations upon RSU vesting or bonus payment.

2 **\*\*Section 409A\*\***. This Agreement is intended to comply with Section 409A. RSU settlements shall occur only upon specified payment events.

## **6. GENERAL PROVISIONS**

1 **\*\*Assignment\*\***. This Agreement and rights hereunder are not assignable except by Company to a successor.

2 **\*\*Governing Law\*\***. This Agreement shall be governed by Delaware law without regard to conflicts principles.

3 **\*\*Dispute Resolution\*\***. Disputes shall be resolved through binding arbitration in Wilmington, Delaware under AAA rules.

4 **\*\*Amendments\*\***. This Agreement may be amended only by written instrument signed by both parties.

5 **\*\*Entire Agreement\*\***. This Agreement constitutes the entire understanding regarding its subject matter and supersedes prior agreements.

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

SUMMIT DIGITAL SOLUTIONS, INC.

**By:**

Name: Dr. Alexandra Reeves

Title: Chief Executive Officer

EXECUTIVE

**By:**

Name: [Executive Name]

Title: [Executive Title]

**Date:**

[NOTARY ACKNOWLEDGMENT]