

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of March 1, 2023 (the "Effective Date"), by and between:

SUMMIT DIGITAL SOLUTIONS, INC., a Delaware corporation with its principal place of business at 1750 Technology Drive, Suite 400, San Jose, California 95110 (the "Company")

and

[EMPLOYEE NAME], an individual residing at [ADDRESS] (the "Employee")

1. POSITION AND DUTIES

1. Position. The Company hereby employs the Employee as Senior Software Architect, reporting to the Chief Technology Officer. The Employee accepts such employment upon the terms and conditions set forth in this Agreement.

2. Duties. The Employee shall be responsible for:

- (a) Leading the architectural design and implementation of the Company's Peak Performance Platform;
- (b) Developing technical standards and integration frameworks for AI/ML components;
- (c) Providing technical leadership for enterprise-scale digital transformation initiatives;
- (d) Managing and mentoring senior development teams;
- (e) Collaborating with the Chief Technology Officer on technology strategy and innovation roadmap.

3. Full-Time Dedication. The Employee shall devote their full business time, attention, and best efforts to the performance of their duties under this Agreement.

2. COMPENSATION AND BENEFITS

1. Base Salary. The Company shall pay the Employee an annual base salary of \$225,000, payable in accordance with the Company's standard payroll practices.

2. Annual Bonus. The Employee shall be eligible for an annual performance bonus of up to 30% of base salary, based on achievement of individual and company performance objectives.

3. Equity Compensation. The Employee shall be granted 50,000 restricted stock units (RSUs) under

the Company's 2023 Equity Incentive Plan, subject to a four-year vesting schedule.

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

- (a) Health, dental, and vision insurance
- (b) 401(k) plan with Company matching
- (c) Life and disability insurance
- (d) Paid time off per Company policy

3. INTELLECTUAL PROPERTY

1. Work Product. All inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, and similar items conceived or developed by the Employee during employment shall be "work made for hire" and belong exclusively to the Company.

2. Assignment. The Employee hereby assigns to the Company all right, title, and interest in any Work Product, including all related intellectual property rights.

4. CONFIDENTIALITY

1. Confidential Information. The Employee shall not disclose or use any Confidential Information except for the benefit of the Company. "Confidential Information" includes:

- (a) Technical information about the Peak Performance Platform
- (b) Customer data and relationships
- (c) Business strategies and roadmaps
- (d) Financial information and projections
- (e) Other proprietary Company information

2. Duration. The confidentiality obligations shall survive the termination of employment.

5. NON-COMPETITION AND NON-SOLICITATION

1. Non-Competition. During employment and for 12 months thereafter, the Employee shall not engage in competitive business activities within the digital transformation services industry.

2. Non-Solicitation. The Employee shall not solicit Company employees or customers for 12 months after employment termination.

6. TERM AND TERMINATION

1. Term. This Agreement shall commence on the Effective Date and continue until terminated.
2. Termination by Company. The Company may terminate:
 - (a) For Cause immediately upon written notice
 - (b) Without Cause upon 30 days' written notice
3. Termination by Employee. The Employee may resign:
 - (a) For Good Reason upon 30 days' written notice
 - (b) Without Good Reason upon 90 days' written notice
4. Severance. Upon termination Without Cause or resignation for Good Reason, the Employee shall receive:
 - (a) Six months' base salary continuation
 - (b) Pro-rated annual bonus
 - (c) Six months' COBRA coverage

7. GENERAL PROVISIONS

1. Governing Law. This Agreement shall be governed by Delaware law.
2. Dispute Resolution. Any disputes shall be resolved through binding arbitration in Delaware.
3. Entire Agreement. This Agreement constitutes the entire understanding between the parties.
4. Amendments. This Agreement may only be modified in writing signed by both parties.
5. Severability. If any provision is found invalid, the remainder shall continue in effect.

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

SUMMIT DIGITAL SOLUTIONS, INC.

By: _

Name: Michael Chang

Title: Chief Technology Officer

Date: _

EMPLOYEE:

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[Employee Name]

Date: _