EQUITY ISSUANCE AGREEMENT

This Equity Issuance Agreement (the "***Agreement***") is made as of 5/22/2026 by and among BleedIO Tech, Inc, a Pennsylvania Corporation (the "***Company***") and 2026 Fund, a series of Capital Factory All Access, LP ("***Capital Factory***").

In consideration of the mutual covenants and representations set forth below, the Company and Capital Factory agree as follows:

1. *Issuance of Shares*. Subject to the terms and conditions of this Agreement, the Company hereby issues to Capital Factory 8,113 shares of the Company's Common Stock (the "**Shares**"), at a per share of $0.00001 (the "**Price Per Share**").

2. *Representations*. The Company hereby represents to Capital Factory as follows:

A. *Organization and Good Standing; Joint Venture*. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has the requisite corporate power and authority to own and operate its properties and assets, to carry on its business as presently conducted, to execute and deliver this Agreement, and to issue and sell the Shares. Other than as disclosed in writing to Capital Factory (email is sufficient), the Company is not a participant in any joint venture or similar arrangement and is not a subsidiary of another entity.

B. *Capitalization*. The total number of outstanding shares of capital stock of the Company (calculated on a fully-diluted basis, including the Shares, and all outstanding rights, options, convertible securities and warrants to acquire shares of the Company's capital stock and shares reserved under the Company's equity incentive plans, but excluding convertible promissory notes or SAFEs that are outstanding as of the date of this Agreement) (the "**Fully Diluted Capitalization**") as of immediately following the effectiveness of this Agreement is 811,273 shares. The issued and outstanding shares of the Company's capital stock have been duly authorized and validly issued in compliance with applicable laws, and are fully paid and nonassessable. The Shares, when issued and delivered and paid for in compliance with the provisions of this Agreement, will be duly and validly issued, fully paid and nonassessable and will constitute **one percent (1%)** of the Fully-Diluted Capitalization as of immediately following the issuance thereof.

C. *Authorization*. All corporate action on the part of the Company and its directors, officers and stockholders necessary for the authorization, execution and delivery of the Agreement, the authorization, sale, issuance and delivery of the Shares has been taken. The Agreement, when executed and delivered by the Company, will constitute a valid and binding obligation of the Company, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

D. *Proprietary Information and Invention Assignment*. Other than as disclosed in writing to Capital Factory (email is sufficient), each current and former employee, consultant and officer of the Company has executed an agreement with the Company regarding confidentiality and proprietary information. To the knowledge of the Company, no employee or officer of the Company is in violation of such confidential information and invention assignment agreement or any prior employee contract or confidential information and invention assignment agreement with any other third party.

3. *Capital Factory Representations.* Capital Factory hereby represents to the Company as follows:

A. *No Registration*. Capital Factory understands that the Shares have not been, and will not be, registered under the Securities Act of 1933, as amended (the "***Securities Act***") by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Capital Factory's representations as expressed herein or otherwise made pursuant hereto.

B. *Investment Intent*. Capital Factory is acquiring the Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and Capital Factory has no present intention of selling, granting any participation in, or otherwise distributing the same. Capital Factory further represents that it does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to any of the Shares.

C. *Investment Experience*. Capital Factory has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company and acknowledges that Capital Factory can protect its own interests. Capital Factory has such knowledge and experience in financial and business matters so that Capital Factory is capable of evaluating the merits and risks of its investment in the Company.

D. *Speculative Nature of Investment*. Capital Factory understands and acknowledges that the Company has a limited financial and operating history and that an investment in the Company is highly speculative and involves substantial risks. Capital Factory can bear the economic risk of Capital Factory's investment and is able, without impairing Capital Factory's financial condition, to hold the Shares for an indefinite period of time and to suffer a complete loss of Capital Factory's investment.

E. *Accredited Investor*. Capital Factory is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission under the Securities Act.

F. *Rule 144*. Capital Factory understands that the Shares must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Capital Factory has been advised or is aware of the provisions of Rule 144 promulgated under the Securities Act ("***Rule 144***"), as in effect from time to time, which permit limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things, the availability of certain current public information about the Company, the resale occurring following the required holding period under Rule 144, and the number of shares being sold during any three month period not exceeding specified limitations.

G. *No Public Market*. Capital Factory understands and acknowledges that no public market now exists for any of the securities issued by the Company and that the Company has made no assurances that a public market will ever exist for the Company's securities.

H. *Legends*. Capital Factory understands and agrees that the certificate evidencing the Shares, or any other securities issued in respect of the Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall bear the following legends (in addition to any legend required by applicable state securities laws):

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD IN THE EVENT OF A PUBLIC OFFERING AS SET FORTH IN THE EQUITY GRANT AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SHARES."

4. *Capital Factory's Rights*. Capital Factory shall have the following rights and privileges:

A. *Investment Rights*.

(i) Definitions.

"**Designated Allocation**" means the greater of: (1) Capital Factory's pro share or (2) $500,000. For purposes hereof, Capital Factory's pro rata share shall be equal to the ratio of (A) the number of shares of Company's capital stock owned by Capital Factory immediately prior to the Qualified Equity Financing (assuming full conversion or exercise of all outstanding convertible securities, rights, options and warrants held by Capital Factory, and including for the avoidance of doubt, any shares of capital stock issuable upon conversion of any simple agreements for future equity and any other convertible securities, at the closing of the Qualified Equity Financing) to (B) the total number of shares of the Company's capital stock outstanding immediately prior to the Qualified Equity Financing (assuming full conversion or exercise of all outstanding convertible securities, rights, options and warrants outstanding, and including for the avoidance of doubt, any shares of capital stock issuable upon conversion of any simple agreements for future equity and any other convertible securities, at the closing of the Qualified Equity Financing).

"**Non-Qualified Financing**" means a *bona fide* transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells (1) simple agreements for future equity, convertible notes, or a similar convertible security, and receives gross proceeds from such sale and issuance of at least $1,000,000, or (2) shares of its preferred stock and receives gross proceeds from such sale and issuance of at least $1,000,000 (but less than $2,000,000), (excluding all proceeds from the conversion or cancellation of simple agreements for future equity, convertible notes, or a similar convertible securities, in consideration for the issuance of such preferred stock).

"**Qualified Equity Financing**" means a *bona fide* transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells shares of its preferred stock and receives gross proceeds from such sale and issuance of at least $2,000,000, (excluding all proceeds from the conversion or cancellation of simple agreements for future equity, convertible notes, or a similar convertible securities, in consideration for the issuance of such preferred stock).

(ii) Right of First Offer. In connection with the Company' next Qualified Equity Financing after the date hereof, Capital Factory shall have the right, but not the obligation, to purchase up to its Designated Allocation of the shares of preferred stock being sold for new money in such Qualified Equity Financing. Capital Factory shall be entitled to apportion the right of first offer hereby granted to it in such proportions as it deems appropriate among itself and investment funds or vehicles managed, advised, or sponsored by Capital Factory or its affiliated management entities, and any co-investment vehicles formed or controlled by Capital Factory.

(iii) Notice of Financings. After the date hereof until the consummation of the Company's next Qualified Equity Financing, the Company shall give Capital Factory 20 business days prior written notice (email to legal@capitalfactory.com being sufficient) of its *bona fide* intention to consummate a Non-Qualified Financing or a Qualified Equity Financing, describing the type of securities being sold, and their price and the general terms upon which the Company proposes to issue the same, and the total amount the Company intends to raise in such financing. In connection with any Qualified Equity Financing, the Company shall also furnish to Capital Factory all applicable financing documents (including the term sheet), notice and election procedures regarding the exercise of the right of first offer with respect to the Designated Allocation (which procedures shall provide Capital Factory with at least 20 business days from its receipt of such notice to elect whether to exercise such right), a pro forma capitalization table, and such other information relating to the Qualified Equity Financing as Capital Factory may reasonably request.

(iv) Termination. The investments rights (including the right of first offer) described in this Section 4(A) shall terminate upon the earlier of (1) the consummation of the Company's next Qualified Equity Financing, so long as the Company complied with the provisions of this Section 4(A), or (2) the occurrence of any event listed in Section 4(E) hereof.

B. *Right to Conduct Investment Activities*. The Company hereby agrees and acknowledges that Capital Factory is a venture capital fund and professional investment organization, and as such reviews the business plans and related proprietary information of many enterprises, some of which may compete directly or indirectly with the Company's business (as currently conducted or as currently proposed to be conducted). Nothing in this Agreement, or any other agreements entered into between the Company and Capital Factory shall preclude or in any way restrict Capital Factory from evaluating or purchasing securities, including publicly traded securities, of a particular enterprise, or investing or participating in any particular enterprise whether or not such enterprise has products or services that compete with those of the Company; and the Company hereby agrees that, to the extent permitted under applicable law, Capital Factory shall not be liable to the Company for any claim arising out of, or based upon, (i) the investment by Capital Factory in any entity competitive with the Company, or (ii) actions taken by any partner, officer, employee or other representative of Capital Factory to assist any such competitive company, whether or not such action was taken as a member of the board of directors of such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company; provided, however, that the foregoing shall not contravene any contractual confidentiality obligations owed to the Company or relieve any director or officer of the Company from any liability associated with such person's fiduciary duties to the Company.

C. *No Commitment for Additional Financing*. The Company acknowledges and agrees that Capital Factory has not made any representation, undertaking, commitment or agreement to provide or assist the Company in obtaining any financing, investment or other funding. In addition, the

Company acknowledges and agrees that (i) no statements, whether written or oral, made by Company or its representatives on or after the date hereof shall create an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment, (ii) the Company shall not rely on any such statement by Capital Factory or its representatives, and (iii) an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment may only be created by a written agreement, signed by Capital Factory and the Company, setting forth the terms and conditions of such financing or investment and stating that the parties intend for such writing to be a binding obligation or agreement. Capital Factory shall have the right, in its sole and absolute discretion, to refuse or decline to participate in any other financing of or investment in the Company, and shall have no obligation to assist or cooperate with the Company in obtaining any financing, investment or other funding.

D. *Put Right*. Capital Factory shall have a put right, but not the obligation, to cause the Company to repurchase all securities of the Company then held by Capital Factory for an aggregate total of $1.00, which the parties acknowledge and agree shall be adequate consideration for such repurchase, regardless of the then-present aggregate value of such securities and without regard to any restrictions set forth in any stockholders or transaction agreements (such as a right of first refusal agreement, investors' rights agreement, voting agreement, or other similar agreement), or the Company's bylaws or certificate of incorporation, each as amended and/or restated from time to time.

E. *Termination*. Except as otherwise expressly provided herein, the rights described in this Section 4 shall terminate and be of no further force or effect upon (i) such time no Shares or other securities of the Company are held by the Capital Factory and its affiliates; (ii) the consummation of the sale of the Company's securities pursuant to a registration statement filed by the Company under the Securities Act of 1933, as amended, in connection with a firm-commitment underwritten offering of its securities to the public or (iii) the consummation of a merger or consolidation of the Company that is effected (1) for independent business reasons unrelated to extinguishing such rights and (2) for purposes other than (A) the reincorporation of the Company in a different jurisdiction or (B) the formation of a holding company that will be owned exclusively by the Company's shareholders and will hold all of the outstanding shares of capital stock of the Company's successor.

5. *Lock-Up Period*. Capital Factory hereby agrees that Capital Factory shall not sell, offer, pledge, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, grant any right or warrant to purchase, lend or otherwise transfer or encumber, directly or indirectly, any Shares or other securities of the Company, nor shall Capital Factory enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or other securities of the Company, during the period from the filing of the first registration statement of the Company filed under the Securities Act, that includes securities to be sold on behalf of the Company to the public in an underwritten public offering under the Securities Act through the end of the 180-day period following the effective date of such registration statement (or such other period as may be requested by the Company or the underwriters to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2241, or any successor provisions or amendments thereto). Capital Factory further agrees, if so requested by the Company or any representative of its underwriters, to enter into such underwriter's standard form of "lockup" or "market standoff" agreement in a form satisfactory to the Company and such underwriter. The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of any such restriction period.

6. *General Provisions*.

A. *Governing Law*. If the Company is a Delaware corporation, this Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of Delaware. Otherwise, this Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of Texas.

B. *Integration*. This Agreement represents the entire agreement between the parties with respect to the grant of the Shares to Capital Factory and supersedes and replaces any and all prior written or oral agreements regarding the subject matter of this Agreement.

C. *Notices*. Any notice, demand, offer, request or other communication required or permitted to be given by either the Company or Capital Factory pursuant to the terms of this Agreement shall be in writing and shall be deemed effectively given the earlier of (i) when received (other than delivery via email), (ii) when delivered personally, (iii) when recipient acknowledges receipt if delivered via email (in the case of Capital Factory) to portfolio@capitalfactory.com, (iv) one business day after being deposited with an overnight courier service or (v) four days after being deposited in the U.S. mail, First Class with postage prepaid and return receipt requested, and addressed to the parties at the addresses provided to the Company (which the Company agrees to disclose to the other parties upon request) or such other address as a party may request by notifying the other in writing.

D. *Successors*. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this section or which becomes bound by the terms of this Agreement by operation of law. Subject to the restrictions on transfer set forth in this Agreement, this Agreement shall be binding upon Capital Factory and its assigns.

E. *Assignment*. Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, that Capital Factory shall be entitled to assign its rights and obligations without the consent of the Company to a subsidiary or affiliate of Capital Factory that explicitly agrees in writing to the Company to assume all of Capital Factory's obligations hereunder.

F. *Amendment, Termination and Waiver*. For the avoidance of doubt, the rights set forth in this Agreement may not be amended, terminated or waived other than by a writing signed by the Company and Capital Factory that expressly references this Agreement, and no integration provision of any other agreement to which Capital Factory is a party shall be deemed to affect Capital Factory's rights hereunder.

G. *Severability*. Should any provision of this Agreement be found to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable to the greatest extent permitted by law.

H. *Adjustment for Stock Split*. All references to the number of Shares and the Price Per Share of the Shares in this Agreement shall be adjusted to reflect any stock split, stock dividend or other change in the Shares which may be made after the date of this Agreement.

I. *Purchase Mechanics; Use of Proceeds; Payment Direction Instructions*. The parties hereby agree that Capital Factory shall purchase the Shares on the date hereof at a purchase price equal to the Price Per Share (the aggregate amount thereof, the "**Purchase Price**"), and the full amount of the Purchase Price will be used solely by the Company to pay Capital Factory Ventures, LLC, a Texas limited liability company, as its membership fee in connection with the Company's admission into the Capital Factory All Access Membership Program. In order facilitate an efficient payment process, the Company hereby authorizes and directs Capital Factory to pay the Purchase Price directly to Capital Factory Ventures, LLC as payment of the Company's membership fee. In furtherance of the foregoing, the parties hereby acknowledge and agree that upon Capital Factory's payment of the Purchase Price to Capital Factory Ventures, LLC, on behalf of the Company in accordance with this Agreement (which shall be deemed effective as of the date hereof if such amount was technically prepaid), (i) the Company shall be deemed to have received the Purchase Price, even though such amount was not paid directly to the Company, and instead was paid, on the Company's behalf, to Capital Factory Ventures, LLC to satisfy the Company's membership fee, and the Shares shall be deemed fully paid and nonassessable, (iii) Capital Factory's obligation to pay for the Shares shall be deemed fully satisfied, and (iv) the Company's obligation to pay its membership fee shall be deemed fully satisfied, and Capital Factory Ventures, LLC shall be deemed to have received such amount from the Company as satisfaction of the membership fee.

J. *Counterparts*. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A photographic, electronic (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com), digital or similar reproduction or transmission of a signed writing shall have the same force and effect as an original.

J. *Independent Review*. The parties acknowledge that, regardless of which party had primary responsibility for the drafting of this Agreement, each of the parties had the opportunity to review the terms hereof and to consult with independent legal counsel.

K. *Attorney's Fees*. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

L. *Jurisdiction; Venue*. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall only be brought in any federal court or state court located in Travis County, Texas, and each party consents to the exclusive jurisdiction and venue of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such, action, suit or proceeding in any such court or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such action, suit or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

(*signature page follows*)

The parties represent that they have read this Agreement in its entirety. Capital Factory agrees to notify the Company of any change in its address below.

BleedIO Tech, Inc

Signed by:
Stan Podolski
D27250A0F10B4D6...
Signature

Stan Podolski
Print Name

CEO
Print Title

2026 Fund,
a series of Capital Factory All Access, LP

Signed by:
Jamie Serio
D3B0FA41EC4446A...
Signature

Jamie Serio
Print Name

Managing Director
Print Title

701 Brazos St Austin, TX 78701
Address: