Form of NSO Agreement

BLEEDIO TECH, INC.

2024 STOCK OPTION PLAN

FORM OF NON-STATUTORY STOCK OPTION AGREEMENT

This Non-Statutory Stock Option Agreement (this “**Agreement**”) is made between **Bleedio Tech, Inc.**, a Delaware corporation (the “**Company**”), and the individual named in the Notice of Grant attached hereto (the “**Optionee**”), pursuant to the Bleedio Tech, Inc. 2024 Stock Option Plan (the “**Plan**”). Capitalized terms used but not defined herein have the meanings given in the Plan.

NOTICE OF GRANT

Term	Detail
Optionee	[Name]
Grant Date	[Date]
Vesting Commencement Date	[Date, default = Grant Date]
Number of Shares Subject to Option	[Number] shares of Common Stock
Exercise Price per Share	$[Amount]
Type of Option	Non-Statutory Stock Option (NSO)
Expiration Date	The tenth (10th) anniversary of the Grant Date
Vesting Schedule	4-year vest with 1-year cliff: 25% on the first anniversary of the Vesting Commencement Date; remaining 75% in equal monthly installments over the following 36 months, subject to continuous Service
Acceleration	[None / Double-trigger as described in §5 below / Other]

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1. Grant of Option

The Company hereby grants to the Optionee, as of the Grant Date set forth in the Notice of Grant, a Non-Statutory Stock Option (the “**Option**”) to purchase the number of shares of Common Stock set forth in the Notice of Grant at the Exercise Price per Share set forth therein, subject to the terms and conditions of this Agreement and the Plan.

2. Vesting

The Option shall vest in accordance with the Vesting Schedule set forth in the Notice of Grant, subject to the Optionee’s continuous Service through each vesting date. No Option shall vest after the

Optionee's termination of Service except as expressly provided in this Agreement or the Plan.

3. Exercise of Option

a. **Exercise Window.** The Option may be exercised in whole or in part at any time after vesting and before the earlier of (i) the Expiration Date, (ii) the applicable post-termination exercise period under Section 4, or (iii) termination for Cause under Section 4(c).

b. **Method of Exercise.** The Option is exercised by delivering to the Company (i) a written notice of exercise specifying the number of shares to be purchased, and (ii) payment of the aggregate Exercise Price in cash, by check, by wire transfer, or by such other method as the Board may approve.

c. **Issuance of Shares.** Upon exercise and receipt of payment, the Company shall issue the exercised shares to the Optionee, subject to any applicable securities law restrictions, tax withholding, and the Company's right of first refusal under Section 8.

4. Termination of Service

a. **General.** Upon termination of the Optionee's Service for any reason, the unvested portion of the Option shall terminate immediately.

b. **Post-Termination Exercise Period.** The vested portion of the Option shall remain exercisable for:

- ninety (90) days following termination for any reason other than Cause, Disability, or death; or
- twelve (12) months following termination due to Disability or death.

c. **Termination for Cause.** Upon termination of the Optionee's Service for Cause, the entire Option (vested and unvested) shall terminate immediately, and no portion may be exercised thereafter.

5. Change of Control

a. **Plan Default.** In the event of a Change of Control, the Board may, in its discretion, provide for assumption, substitution, acceleration, or cash-out of the Option in accordance with Section 10 of the Plan.

b. **Additional Acceleration (if specified in Notice of Grant).** If the Notice of Grant specifies "double-trigger" acceleration, then 100% of the then-unvested portion of the Option shall vest in full upon the occurrence of both of the following events: (i) a Change of Control of the Company; and (ii) the Optionee's termination of Service without Cause or resignation for Good Reason within twelve (12) months following the Change of Control. The events in (i) and (ii) must both occur; either alone is insufficient to trigger acceleration under this Section 5(b).

6. Definitions of Cause and Good Reason

For purposes of this Agreement:

a. "**Cause**" means any of the following, as determined by the Board in good faith: (i) the Optionee's material breach of this Agreement, any consulting or employment agreement with the Company, or the Company's Confidential Information and Invention Assignment

Agreement (or comparable document); (ii) the Optionee’s fraud, dishonesty, embezzlement, theft, or misappropriation of Company assets; (iii) the Optionee’s conviction of, or plea of nolo contendere to, a felony or any crime involving moral turpitude; (iv) the Optionee’s willful misconduct or gross negligence in the performance of duties to the Company; or (v) the Optionee’s material violation of Company policies, including any code of conduct, that materially harms the Company.

b. “**Good Reason**” means, without the Optionee’s consent: (i) a material adverse change in the Optionee’s title, authority, duties, or reporting structure; (ii) a material reduction in the Optionee’s base compensation or commission opportunity; (iii) relocation of the Optionee’s principal work location by more than fifty (50) miles; or (iv) a material breach of any consulting or employment agreement between the Optionee and the Company. To assert Good Reason, the Optionee must provide written notice of the condition within thirty (30) days of its occurrence, the Company must fail to cure within thirty (30) days following such notice, and the Optionee must terminate within thirty (30) days following the end of the cure period.

7. Non-Transferability

The Option is not transferable by the Optionee except by will or the laws of intestate succession, and may be exercised during the Optionee’s lifetime only by the Optionee. Any attempted transfer in violation of this Section is void.

8. Right of First Refusal

Any shares acquired upon exercise of the Option are subject to the Company’s right of first refusal as set forth in Section 9A of the Plan, which terminates upon the closing of an initial public offering of the Company’s Common Stock.

9. Tax Matters

The Optionee acknowledges and agrees that (a) the Option is intended to be a Non-Statutory Stock Option not qualifying as an Incentive Stock Option under Section 422 of the Code; (b) upon exercise of the Option, the spread between the Fair Market Value of the shares on the exercise date and the Exercise Price will be taxable to the Optionee as ordinary income; (c) the Company may withhold or require the Optionee to remit applicable tax amounts; and (d) the Optionee should consult the Optionee’s own tax advisor regarding the tax consequences of the Option.

10. Compliance with Section 409A

The Option is intended to be exempt from Section 409A of the Code as a stock right granted at no less than Fair Market Value on the Grant Date. The Company and the Optionee shall interpret and administer this Agreement in a manner consistent with that intent.

11. Securities Law Restrictions

The Optionee acknowledges that (a) the shares issuable upon exercise of the Option have not been registered under the Securities Act of 1933 (the “**Securities Act**”) and are issued in reliance on Rule 701 thereunder and/or other applicable exemptions; and (b) such shares are “restricted securities” and may not be resold absent registration under the Securities Act or an available exemption.

12. No Right to Continued Service

Nothing in this Agreement or the Plan confers on the Optionee any right to continued Service, nor does it interfere with the Company's or the Optionee's right to terminate the Service relationship at any time, subject to the terms of any separate consulting or employment agreement.

13. Plan Controls

This Agreement is subject in all respects to the terms of the Plan. In the event of any conflict between this Agreement and the Plan, the Plan controls. The Optionee acknowledges receipt of a copy of the Plan and represents that the Optionee has read and is familiar with its terms.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-laws principles.

15. Entire Agreement

This Agreement, together with the Plan and any related agreements expressly referenced herein, constitutes the entire agreement between the Company and the Optionee with respect to the Option and supersedes all prior agreements, understandings, and representations on the subject.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Grant Date set forth in the Notice of Grant.

THE COMPANY: Bleedio Tech, Inc.

__________________________________ By: Stanislav Podolski Title: Chief Executive Officer Date:

OPTIONEE:

__________________________________ Name: Date: