AMENDMENT NO. 1 TO FOUNDER LOAN AGREEMENT

Clarification and Restatement of Terms: Convertible Note Structure

This First Amendment to the Founder Loan Agreement (this "**Amendment**") is entered into as of May 3, 2026 (the "**Amendment Effective Date**"), by and between **BLEEDIO TECH, INC.**, a Delaware corporation (the "**Company**"), and **STANISLAV PODOLSKI**, an individual (the "**Lender**").

RECITALS

WHEREAS, the Company and Lender entered into that certain Founder Loan Agreement dated May 6, 2025 (the "**Original Agreement**"), pursuant to which Lender agreed to loan to the Company the principal sum of Twenty Thousand Dollars ($20,000.00) under the terms and conditions set forth therein;

WHEREAS, the parties acknowledge that the Original Agreement, as drafted, contained incomplete terms regarding interest accrual, conversion mechanics, and other material provisions that were discussed and agreed upon but not fully memorialized in the Original Agreement;

WHEREAS, the Company and Lender now desire to amend and clarify the Original Agreement to properly document the actual agreed-upon terms, including the 11% annual interest rate (compounded and capitalized), the convertible note structure with 20% Seed round discount conversion mechanics, and an additional loan tranche of Twelve Thousand Five Hundred Thirteen Dollars and Thirty-One Cents ($12,513.31);

WHEREAS, the parties agree that this Amendment shall be retroactive to the Effective Date of the Original Agreement (May 6, 2025) and shall serve as a complete and accurate restatement of the loan terms as agreed between the parties; and

WHEREAS, the parties further agree that all terms, covenants, and conditions of the Original Agreement shall remain in full force and effect, except as modified by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENT

SECTION 1: PRINCIPAL AMOUNT AND TRANCHES

1.1 Original Principal

Lender agrees to loan to the Company the sum of **Twenty Thousand Dollars ($20,000.00)** (the "**Original Principal**"), authorized May 6, 2025.

1.2 Additional Principal

Effective as of the Amendment Effective Date, Lender agrees to provide an additional loan to the Company in the principal amount of **Twelve Thousand Five Hundred Thirteen Dollars and Thirty-One Cents ($12,513.31)** (the "**Additional Principal**").

1.3 Total Principal

The total principal amount authorized under the Original Agreement, as amended and clarified by this Amendment, shall be:

Tranche	Amount	Authorization Date	Status
Original Principal	$20,000.00	May 6, 2025	Authorized & Drawn
Additional Principal	$12,513.31	May 3, 2026	Authorized & Drawn
TOTAL PRINCIPAL	**$32,513.31**		

1.4 Drawdown History

The parties acknowledge the following drawdown history:

Date	Amount	Purpose	Tranche
May 6, 2025	$20,000.00	Authorized, line established	Original
April 6, 2026	$6,243.31	Operations	Original
April 6, 2026	$6,270.00	Operations	Original
May 3, 2026	$12,513.31	Operations (Additional Principal)	Amendment
TOTAL DRAWN TO DATE	**$32,513.31**		
TOTAL REMAINING AVAILABLE	**$0**		

SECTION 2: INTEREST RATE AND ACCRUAL (AMENDED)

2.1 Interest Rate — Correction and Clarification

The parties hereby clarify and amend Section 1.3 of the Original Agreement. **Contrary to the language in the Original Agreement stating "NO INTEREST," the parties agree and acknowledge that the loan shall accrue interest at the rate of ELEVEN PERCENT (11%) per annum**, applied to all Principal amounts (Original Principal + Additional Principal).

This 11% annual interest rate shall apply retroactively to the Original Principal as of May 6, 2025, and to the Additional Principal as of the date such Additional Principal is advanced.

2.2 Interest Compounding and Capitalization

Interest shall: - **Compound:** Annually on each anniversary of the authorization date - **Capitalize:** Accrued interest shall be added to the outstanding Principal balance and shall itself accrue interest at 11% per annum - **Not be paid in cash:** Interest is capitalized (added to Principal) rather than paid out; no cash interest payments are required

2.3 Interest Accrual Suspension — Upon Conversion

If this convertible note is converted to equity (per Section 4 below), accrual of interest shall cease as of the conversion date, and no further interest shall accrue on the converted amount.

2.4 Interest Calculation Example

Original Principal ($20,000): - Year 1 (May 6, 2025 – May 6, 2026): Interest = $20,000 × 11% = $2,200 - Outstanding balance at May 6, 2026: $20,000 + $2,200 = $22,200 - Year 2 (May 6, 2026 – May 6, 2027): Interest = $22,200 × 11% = $2,442 - Outstanding balance at May 6, 2027: $22,200 + $2,442 = $24,642

Additional Principal ($12,513.31) — accrual begins May 3, 2026: - Year 1 (May 3, 2026 – May 3, 2027): Interest = $12,513.31 × 11% = $1,376.46 - Outstanding balance at May 3, 2027: $12,513.31 + $1,376.46 = $13,889.77

SECTION 3: REPAYMENT TERMS (AMENDED)

3.1 Repayment Obligation — Principal Plus Accrued Interest

The Company shall repay the outstanding Principal balance **plus all accrued and capitalized interest** to Lender upon the earlier of:

a. **Seed Round Closing (PRIMARY TRIGGER):** Upon the closing of the Company's Seed round of equity financing (the "**Seed Round**"), the outstanding Principal balance (including accrued interest) shall be due and payable in full, unless converted to equity per Section 4 below, or unless:

- Lender and Company mutually agree in writing to extend, forgive, or restructure the repayment terms, or
- The Company repays the Principal and accrued interest from the proceeds of the Seed Round.

b. **Demand by Lender:** Lender may demand repayment of the outstanding Principal balance (including accrued interest) at any time upon **thirty (30) days' written notice** to the Company.

c. **Dissolution or Liquidation:** Upon the dissolution, liquidation, merger, or sale of substantially all assets of the Company (not triggered by Seed round conversion).

3.2 Payment Terms

Repayments shall be made in U.S. dollars to such account as Lender designates in writing. If no account is specified, Lender shall receive payment at the address listed in Section 6.2 of the Original

Agreement.

3.3 Prepayment

The Company may prepay the outstanding Principal balance (including any accrued interest) in full or in part at any time without penalty or premium.

SECTION 4: CONVERSION TO EQUITY (NEW SECTION)

4.1 Conversion Right — Automatic Upon Seed Close

Upon the closing of the Seed round of equity financing (the "**Seed Closing**"), this convertible note shall **automatically convert into common stock** of the Company, unless Lender and Company mutually agree in writing to waive conversion and maintain the note as debt.

4.2 Conversion Price

The conversion price for this convertible note shall be determined as follows:

Conversion Price = [Seed Round Post-Money Valuation] × 0.80 ÷ [Fully Diluted Common Shares Outstanding at Seed Close]

In other words: - Take the Seed round post-money valuation - Apply a 20% discount (multiply by 0.80) - Divide by the fully diluted number of common shares outstanding at Seed close (including this note if converted, plus all outstanding options) - Result = price per share for conversion

Example: If Seed round is at $6M post-money cap and 1,000,000 shares FD outstanding: - Conversion price = ($6M × 0.80) ÷ 1,000,000 = $4.80/share - If note is $32,513.31 (including accrued interest), converts to 6,773 shares

4.3 Conversion Mechanics

At Seed Closing: 1. The Company shall calculate the outstanding note balance (Principal + accrued interest) 2. The Company shall calculate the conversion price per Section 4.2 3. The note shall automatically convert by issuing shares equal to: Outstanding Note Balance ÷ Conversion Price 4. The Company shall issue a stock certificate (or book entry) in Lender's name for the converted shares 5. Accrued interest shall cease; no further interest accrues on converted amount 6. The note obligation shall be satisfied and of no further force or effect

4.4 Anti-Dilution

This convertible note includes a **broad-based weighted-average anti-dilution provision**. If the Company issues shares at a price per share lower than the conversion price before conversion, the conversion price shall be adjusted downward in accordance with standard anti-dilution mechanics (broad-based weighted average).

4.5 Waiver of Conversion

Lender and Company may mutually agree in writing to waive conversion and maintain this note as debt, subordinated to the Seed round investors, repayable per Section 3.1 above.

SECTION 5: SUBORDINATION

5.1 Subordination to Institutional Debt and Seed Investors

This convertible note is **expressly subordinated** to: - All debt of the Company incurred to third-party lenders and financial institutions - All rights, preferences, and claims of Seed round equity investors

5.2 Subordination Upon Conversion

Upon conversion to common stock per Section 4, the converted shares shall be pari passu (equal in standing) with all other common stock, except as subordinated to the preferences of the Seed round investors.

SECTION 6: SECURITY AND COLLATERAL

6.1 Unsecured Convertible Note

This convertible note is **unsecured**. Lender has not taken any security interest in the assets, intellectual property, or revenues of the Company.

6.2 No Guarantees

This convertible note is not guaranteed by any other party, shareholder, or officer of the Company.

SECTION 7: INCORPORATION OF ORIGINAL AGREEMENT

7.1 Incorporation

Except as expressly modified by this Amendment, all terms, covenants, conditions, representations, and warranties contained in the Original Agreement remain in full force and effect and are hereby incorporated into this Amendment by this reference. In the event of any conflict between the terms of this Amendment and the Original Agreement, the terms of this Amendment shall control.

7.2 Defined Terms

All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Original Agreement.

SECTION 8: EFFECTIVENESS AND RETROACTIVITY

8.1 Amendment Effective Date

This Amendment is effective as of May 3, 2026 (the "**Amendment Effective Date**").

8.2 Retroactive Application

The parties acknowledge and agree that this Amendment is retroactive to May 6, 2025 (the Effective Date of the Original Agreement). All interest accrual calculations, compounding, and capitalization set forth herein shall be calculated as if the 11% interest rate and convertible note terms were in effect as of May 6, 2025.

8.3 Interest Reconciliation

The parties acknowledge that, as of the Amendment Effective Date (May 3, 2026), accrued interest on the Original Principal ($20,000) from May 6, 2025 to May 3, 2026 shall be calculated as follows:

Original Principal Interest (May 6, 2025 – May 3, 2026 ≈ 11.95 months ≈ 0.996 years): - Interest = $20,000 × 11% × 0.996 = $2,191.20 (approximate; exact amount to be calculated by mutual agreement) - **Additional Principal Interest (May 3, 2026 – May 3, 2026 = 0 months):** - Interest = $0 (interest begins accruing on Additional Principal from May 3, 2026 forward)

Total Outstanding as of May 3, 2026: - Original Principal: $20,000.00 - Accrued Interest on Original: $2,191.20 (approximately) - Additional Principal: $12,513.31 - Accrued Interest on Additional: $0.00 - **TOTAL OUTSTANDING: ~$34,704.51**

The exact accrued interest amount shall be calculated and agreed to by the parties within 10 business days of this Amendment's execution.

ACKNOWLEDGMENT AND EXECUTION

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

BLEEDIO TECH, INC.

By: ________________________________
Name: Stanislav Podolski
Title: Chief Executive Officer
Date: __________________________

STANISLAV PODOLSKI (Lender)

Signature
Date: __________________________

ATTEST:

Mikhail Kolobov, Co-founder/Witness
Date: __________________________

APPENDIX A: CONVERTIBLE NOTE SUMMARY

Note Structure (Post-Amendment)

Item	Amount

Original Principal	$20,000.00
Accrued Interest (Original, retroactive to May 6, 2025)	~$2,191.20
Additional Principal	$12,513.31
Accrued Interest (Additional, from May 3, 2026)	$0.00
TOTAL OUTSTANDING AS OF MAY 3, 2026	**~$34,704.51**

Key Terms

Term	Value
Interest Rate	11% per annum
Compounding	Annual, on each anniversary date
Capitalization	Interest capitalized (added to principal); no cash payments required
Maturity Date	No fixed maturity; repayment triggered on Seed close, 30-day demand, or dissolution
Security	Unsecured
Guarantees	None
Conversion	Automatic at Seed close (unless waived by mutual agreement)
Conversion Price	Seed round post-money cap × 80% ÷ fully diluted shares
Conversion Discount	20% discount to Seed round valuation
Anti-Dilution	Broad-based weighted-average
Subordination	Subordinated to institutional debt and Seed investor rights

Conversion Example (Illustrative)

Assumptions: - Seed round closes at $6M post-money cap - Total fully diluted shares at close: 1,200,000 - Outstanding note balance at conversion: $34,704.51 (principal + accrued interest)

Calculation: - Conversion price = ($6M × 0.80) ÷ 1,200,000 = $4.00/share - Shares issued = $34,704.51 ÷ $4.00 = 8,676 common shares

Result: Stan receives 8,676 common shares in place of the note. Interest accrual stops. Note obligation satisfied.

Repayment Timeline (If Not Converted)

Event	Trigger	Outstanding Balance
May 6, 2025	Original note issued	$20,000.00
May 6, 2026	1-year anniversary (interest capitalized)	$22,200.00
May 3, 2026 (actual)	Additional principal issued	$34,704.51
May 6, 2027	2-year anniversary (if not converted)	~$38,519.99
	Seed round closing	[Principal + accrued

[Seed Close]	(PRIMARY REPAYMENT TRIGGER)	interest due or converted]

Prepared: May 3, 2026
Effective: May 6, 2025 (retroactive)
Amended: May 3, 2026