FOUNDER LOAN AGREEMENT

This Founder Loan Agreement (this "**Agreement**") is entered into as of May 6, 2025 (the "**Effective Date**"), by and between **BLEEDIO TECH, INC.**, a Delaware corporation (the "**Company**"), and **STANISLAV PODOLSKI**, an individual (the "**Lender**").

---

1. LOAN TERMS

1.1 Principal Amount

Lender agrees to loan to the Company the sum of **Twenty Thousand Dollars ($20,000.00)** (the "**Principal**"), to be advanced as requested by the Company.

1.2 Drawdowns

The Company shall request drawdowns of the Principal as needed for operational expenses. All drawdowns shall occur by mutual written consent of both parties.

Drawdown History: - May 6, 2025: $20,000.00 (authorized, line established) - April 6, 2026: $6,243.31 (operations) - April 6, 2026: $6,270.00 (operations) - **Total Drawn to Date:** $12,513.31 - **Remaining Available:** $7,486.69

1.3 Interest Rate

This loan shall accrue **NO INTEREST**. The Company shall repay the Principal only, with no interest charges.

1.4 Maturity Date

This loan has **NO FIXED MATURITY DATE**. The Company shall repay the Principal according to the repayment terms set forth in Section 2 below.

---

2. REPAYMENT TERMS

2.1 Repayment Obligation

The Company shall repay the outstanding Principal balance to Lender upon the earlier of:

a. **Seed Round Closing:** Upon the closing of the Company's Seed round of equity financing (the "**Seed Round**"), the outstanding Principal balance shall be due and payable in full, unless:

- The Seed Round documents provide for conversion of this loan to equity, or
- Lender and Company mutually agree in writing to extend, forgive, or restructure the repayment terms, or
- The Company repays the Principal from the proceeds of the Seed Round.

b. **Demand by Lender:** Lender may demand repayment of the outstanding Principal 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.

2.2 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 below.

2.3 Prepayment

The Company may prepay the outstanding Principal balance in full or in part at any time without penalty or premium.

---

3. SUBORDINATION

3.1 Subordination to Institutional Debt

This loan is **expressly subordinated** to all debt of the Company incurred to third-party lenders and financial institutions, including but not limited to: - Bank credit lines and institutional financing - Trade payables and accounts payable - Any other senior indebtedness

In the event of Company insolvency or liquidation, all institutional debt shall be paid in full before any payments are made on account of this loan.

3.2 Subordination to Investor Rights

Upon the closing of any equity financing round (Seed, Series A, or subsequent), this loan shall be subordinated to all rights, preferences, and claims of equity investors in accordance with such financing documentation.

---

4. SECURITY AND COLLATERAL

4.1 Unsecured Loan

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

4.2 No Guarantees

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

---

5. REPRESENTATIONS AND WARRANTIES

5.1 Company Representations

The Company represents and warrants that: - It is duly organized and validly existing as a Delaware corporation - It has authority to enter into this Agreement - The execution and performance of this Agreement do not violate any law, regulation, or agreement to which it is bound - The Principal will be used for lawful business purposes

5.2 Lender Representations

Lender represents and warrants that: - Lender is of legal age and capacity to enter into this Agreement - Lender is a co-founder and officer of the Company - Lender has authority to make this loan

---

6. MISCELLANEOUS

6.1 Governing Law

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

6.2 Notice

All notices required under this Agreement shall be in writing and delivered by: - Personal delivery - Email with confirmation of receipt - Certified mail, return receipt requested

For Company: BleedIO Tech, Inc. 85 Dorchester Way Phoenixville, PA 19460 Email: stan@bleedio.com

For Lender: Stanislav Podolski 85 Dorchester Way Phoenixville, PA 19460 Email: stan@bleedio.com

6.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior negotiations, representations, and agreements, whether written or oral.

6.4 Amendment

This Agreement may be amended only by written agreement signed by both the Company (through an authorized officer or Board consent) and Lender.

6.5 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

6.6 Successors

This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of both parties.

6.7 Waiver

No waiver of any provision or breach of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is sought.

---

7. DRAWDOWN SCHEDULE

7.1 Drawdown Log

Date	Amount	Purpose	Available Remaining
May 6, 2025	$20,000.00 (authorized)	—	$20,000.00
April 6, 2026	($6,243.31)	Operations	$13,756.69
April 6, 2026	($6,270.00)	Operations	$7,486.69

---

8. ACKNOWLEDGMENT AND EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 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: SEED ROUND PROVISIONS

Upon closing of the Company’s Seed round of equity financing, the parties shall execute an amendment to this Agreement (or separate written agreement) setting forth:

1. The treatment of the outstanding Principal balance (conversion to equity, repayment, forgiveness, or restructuring)
2. Any changes to repayment terms or subordination rights
3. Integration with Seed round capitalization table and equity documentation

This provision does not alter the subordination or repayment obligations set forth in Sections 2 and 3 of this Agreement unless expressly modified in writing by both parties.

Prepared: May 6, 2025
Last Updated: May 3, 2026