BLEEDIO TECH, INC.

2024 STOCK OPTION PLAN

**NON-STATUTORY STOCK OPTION AGREEMENT — BRAD NIEMS**

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This Non-Statutory Stock Option Agreement (this "**Agreement**") is made between **Bleedio Tech, Inc.**, a Delaware corporation (the "**Company**"), and **Brad Niems** (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.

**Memorialization Recital.** The Option described herein was duly authorized by Action by Unanimous Written Consent of the Board of Directors of the Company dated July 17, 2024 (as ratified by the Action by Unanimous Written Consent of the Board dated June 5, 2025), and is effective as of July 17, 2024 (the "**Grant Date**") notwithstanding the actual dates on which the parties' signatures are executed below. This Agreement memorializes and documents the terms of the Option as so authorized.

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**NOTICE OF GRANT**

| Term | Detail |
|---|---|
| Optionee | Brad Niems |
| Grant Date | July 17, 2024 |
| Vesting Commencement Date | July 17, 2024 |
| Number of Shares Subject to Option | 20,600 shares of Common Stock |
| Exercise Price per Share | **$0.01** (ten times the Fair Market Value of $0.001 per share as determined by the Board on May 30, 2024 and confirmed June 5, 2024) |
| Type of Option | Non-Statutory Stock Option (NSO) |
| Expiration Date | July 17, 2034 |
| Vesting Schedule | 4-year vest with 1-year cliff: 25% (5,150 shares) on July 17, 2025; remaining 75% (15,450 shares) in ratable monthly installments over the following 36 months, with any fractional remainder shares vesting in the final monthly installment so that the total vested equals 20,600 shares on July 17, 2028, subject to continuous Service |

| Term | Detail |
| --- | --- |
| Acceleration | **Double-trigger acceleration** as set forth in Section 5(b) below |

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**1. Grant of Option**

The Company hereby grants to the Optionee, as of July 17, 2024 (the "**Grant Date**"), a Non-Statutory Stock Option (the "**Option**") to purchase 20,600 shares of Common Stock at an Exercise Price of $0.01 per share, subject to the terms and conditions of this Agreement and the Plan. The Option is granted in connection with the Optionee's engagement as Chief Revenue Officer (Adopted Co-founder) of the Company pursuant to the Consulting Agreement dated July 17, 2024 between the Company and the Optionee (the "**Consulting Agreement**").

**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. The Vesting Commencement Date is July 17, 2024. No portion of the Option vests after termination of Service except as expressly provided in Section 5(b) (Double-Trigger Acceleration).

**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 (July 17, 2034), (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, subject to Section 5(b).

(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) **Double-Trigger Acceleration.** Notwithstanding Section 5(a), 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 twelve-month period referenced in clause (ii) is the "specified time frame" referenced in Exhibit B of the Consulting Agreement. 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, the Consulting Agreement, or the Company's Confidential Information and Invention Assignment Agreement (Exhibit D to the Consulting Agreement); (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 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 (provided that a change resulting solely from the Company ceasing to be a stand-alone public or private operating entity following a Change of Control shall not by itself constitute Good Reason); (ii) a material reduction in the Optionee's base compensation or sales-commission opportunity; (iii) relocation of the Optionee's principal work location by more than fifty (50) miles; or (iv) a material breach of the Consulting Agreement by 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 that (a) the Option is intended to be a Non-Statutory Stock Option (not an ISO under Section 422 of the Code); (b) upon exercise, the spread between Fair Market Value and the Exercise Price will be taxable 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.

**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 the Consulting 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 the Consulting Agreement (to the extent 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.

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*IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of July 17, 2024 (the Grant Date), on the actual signature dates set forth below.*

**THE COMPANY:** Bleedio Tech, Inc.

______________________________________________ By: Stanislav Podolski Title: Chief Executive Officer Actual Signature Date:

**OPTIONEE:**

______________________________________________ Brad Niems Actual Signature Date: