

QUIDIENT, LLC
2021 EQUITY APPRECIATION UNIT PLAN

Section 1. Purpose

The Plan is intended to incentivize certain of the key employees and other service providers of the Company Group to increase the profitability, value, and attractiveness of the Company Group by giving such key employees and service providers an incentive payment tied to the accomplishment of this goal.

Section 2. Definitions

(a) “Additional Vesting Conditions” shall, as to any grant of Equity Appreciation Units to a Grantee, be the additional vesting conditions set forth in the applicable Award Agreement.

(b) “Award Agreement” shall mean a written agreement between the Company and a Grantee evidencing the grant of Equity Appreciation Units under the Plan, substantially in the form attached hereto as Exhibit A.

(c) “Board” shall mean the board of managers of the Company.

(d) “Cause” shall have the same meaning ascribed to such term in any employment or similar agreement then in effect between a member of the Company Group and a Grantee or, if there is no such agreement or such term is not defined therein, “Cause” shall mean a Termination by a member of the Company Group due to: (i) the Grantee’s repeated failure to substantially perform his duties (other than any such failure resulting from the Grantee’s Disability), which failure, whether committed willfully or negligently, has continued unremedied for more than thirty (30) days after the Company has provided written notice thereof; *provided*, that a failure to meet financial performance expectations shall not, by itself, constitute a failure by Grantee to substantially perform such Grantee’s duties; (ii) the Grantee’s fraud or embezzlement; (iii) the Grantee’s material dishonesty or breach of fiduciary duty against any member of the Company Group; (iv) the Grantee’s willful misconduct or gross negligence which is injurious to any member of the Company Group; (v) any conviction of, or the entering of a plea of guilty or nolo contendere to, a crime that constitutes a felony (or any state-law equivalent) or that involves moral turpitude, or any willful or material violation by the Grantee of any federal, state or foreign securities laws; (vi) any conviction of any other criminal act or act of material dishonesty, disloyalty or misconduct by the Grantee that has a material adverse effect on the property, operations, business or reputation of any member of the Company Group; (vii) the unlawful use (including being under the influence) or possession of illegal drugs by the Grantee on the premises of any member of the Company Group while performing any duties or responsibilities with any member of the Company Group; (viii) the material violation by the Grantee of any rule or policy of any member of the Company Group; or (ix) the material breach by the Grantee of any covenant undertaken in the Plan, any Award Agreement, any employment agreement, consulting agreement or other agreement between the Service Recipient and the Grantee for the Grantee’s provision of services for the benefit of the Company, or any written

non-disclosure, non-competition, or non-solicitation covenant or agreement with any member of the Company Group.

(e) “Change of Control” shall mean the occurrence of subparagraph (i) or (ii), below or any combination of said event(s):

(i) A change of ownership of the Company occurs on the date that any one person or persons acting as a group acquires ownership of the Membership Interests of the Company, that, together with Membership Interests held by such person or group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the Membership Interests of the Company or of any corporation that owns at least fifty percent (50%) of the total fair market value and total voting power of Company. However, if any person or group is considered to own more than fifty percent (50%) of the total fair market value or total voting power of the Membership Interests of the Company, the acquisition of additional Membership Interests by the same person or group of persons is not considered to cause a Change of Control.

(ii) A change in the ownership of a substantial portion of Company’s assets occurs on the date that any person, or more than one person acting as a group, acquires or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total fair market value equal to more than fifty percent (50%) of the total gross fair market value of all of the assets of the Company immediately before such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

(f) “Class C Units” shall have the meaning set forth in the LLC Agreement.

(g) “Committee” shall mean the Board, or, at the discretion of the Board, a committee of the Board appointed to administer the Plan (or a subcommittee of such committee, as applicable).

(h) “Company” shall mean Quidient, LLC, a Delaware limited liability company, and any successors and assigns thereof.

(i) “Company Group” shall mean, collectively, the Company and its direct and indirect subsidiaries.

(j) “Date of Grant” shall mean, as to any Equity Appreciation Unit, the date upon which the Committee awards a Grantee such Equity Appreciation Unit pursuant to the terms of the Plan.

(k) “Disability” shall have the same meaning ascribed to such term in any employment or similar agreement then in effect between a member of the Company Group and a Grantee or, if there is no such agreement or such term is not defined therein, “Disability” shall mean the Grantee’s incapacity due to physical or mental illness that: (i) shall have prevented the Grantee from performing his duties for the Service Recipient on a full-time basis for more than ninety (90) or more consecutive days or an aggregate of one hundred eighty (180) days in any

365-day period; or (ii)(A) the Committee determines, in compliance with applicable law, is likely to prevent the Grantee from performing such duties for such period of time and (B) thirty (30) days have elapsed since delivery to the Grantee of the determination of the Committee and the Grantee has not resumed such performance (in which case the date of termination in the case of a termination for “Disability” pursuant to this clause (ii) shall be deemed to be the last day of such thirty (30)-day period).

(l) “Effective Date” shall mean the date that the Plan is adopted by the Board.

(m) “Eligible Individual” shall mean each employee or service provider of any member of the Company Group and any other individual who, in the sole discretion of the Committee, directly or indirectly, provides substantial services to any member of the Company Group, including, without limitation, any member of, or advisor to, the Board.

(n) “Equity Appreciation Unit” shall mean a notional interest that represents the right, subject to the terms and conditions of the Plan and the applicable Award Agreement, to receive on the Payment Date the consideration set forth in Section 5(b).

(o) “Grantee” shall mean each Eligible Individual to whom Equity Appreciation Units are granted pursuant to the Plan.

(p) “Initial Public Offering” shall mean the (i) consummation of an initial underwritten public offering of common stock that is registered under the Securities Act and that results in such common stock being listed on a national securities exchange, or (ii) a SPAC Transaction.

(q) “Liquidity Event Condition” shall, as to any grant of Equity Appreciation Units, be satisfied only upon a Qualifying Liquidity Event, subject to the Committee’s right to accelerate the applicable condition in its sole discretion.

(r) “LLC Agreement” shall mean the Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of December 12, 2016, as amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms.

(s) “Membership Interest” shall have the meaning set forth in the LLC Agreement.

(t) “Payment Date” shall mean, as to any Vested Equity Appreciation Units, a date, selected by the Committee in its sole discretion, occurring as soon as reasonably practicable on or following the Vesting Date, which date shall in all events occur prior to the 15th day of March of the calendar year immediately following the calendar year in which such Vesting Date occurs.

(u) “Plan” shall mean this Quidient, LLC 2021 Equity Appreciation Unit Plan.

(v) “Profits Interest Threshold Amount” shall have the meaning set forth in the LLC Agreement.

(w) “Qualifying Liquidity Event” shall mean the earlier of (i) a Change of Control or (ii) an Initial Public Offering, in either case, within seven (7) years from the Date of Grant (or such other date set forth in an Award Agreement).

(x) “Reference Class C Unit” shall mean, as to any Equity Appreciation Unit, a Class C Unit hypothetically issued on the Date of Grant and having a Profits Interest Threshold Amount as set forth in the applicable Award Agreement (which may be greater than, less than or equal to the Profits Interest Threshold Amount applicable to a Class C Unit hypothetically issued on the Date of Grant). In the event of any conversion of the Company into a corporation or similar transaction (including a conversion or similar transaction used to effectuate an Initial Public Offering), the Reference Class C Unit shall refer to the security or securities that such Reference Class C Unit would have received in such conversion or transaction.

(y) “Service Recipient” shall mean, with respect to a Grantee, the member of the Company Group by which the Grantee is, or following a Termination was most recently, principally employed or to which such Grantee provides, or following a Termination was most recently providing, services, as applicable.

(z) “SPAC Transaction” means any merger, consolidation, reorganization, recapitalization, capital stock exchange, stock sale, asset sale or other similar transaction or business combination (or series of related transactions or related business combinations), in each such case, between the Company (or any of its subsidiaries or affiliates) and any entity that is a “special purpose acquisition company” (or any of its subsidiaries or affiliates) or “blank check” company (or any of its subsidiaries or affiliates) with securities that are listed on a national securities exchange.

(aa) “Termination” shall mean the termination of a Grantee’s employment or service, as applicable, with the Service Recipient.

(bb) “Vested Equity Appreciation Units” shall mean, as of any date, any Equity Appreciation Units that have vested on a Vesting Date occurring on or prior to such date.

(cc) “Vesting Date” shall mean, as to any Equity Appreciation Unit, the first date upon which all the Additional Vesting Conditions and the Liquidity Event Condition have been satisfied.

(dd) “Vesting Date Value” shall mean, with respect to any Equity Appreciation Unit, the sum of (i) the amount that the applicable Reference Class C Unit would receive assuming 100% of the outstanding Membership Interests were sold for cash on the Vesting Date and the net proceeds of such sale were allocated to the holders of Units in accordance with Article V of the LLC Agreement (as determined by the Committee) and (ii) the amount of any dividends or distributions (as determined by the Committee as of the date of such dividend or distribution) that would have been allocated to the Reference Class C Unit (other than Tax Distributions) from the Date of Grant through the Vesting Date (excluding any such dividends or distributions already covered pursuant to clause (i) or for which the Committee has determined

no payment should be made because an appropriate adjustment has already been made in respect of such dividend or distribution pursuant to Section 6). Notwithstanding the foregoing, in the event that any dividends or distributions that would be delivered in respect of any Equity Appreciation Unit pursuant to clause (ii) consists, in whole or in part, of anything other than cash, the Committee may, in its sole discretion, elect to deliver cash in lieu of all or any portion of such non-cash dividend or distribution. The determination of the Vesting Date Value shall assume that all unvested Membership Interests were fully vested as of the date of such determination.

Section 3. Administration

The Plan shall be administered by the Committee, which shall have the sole authority, in its absolute discretion, to: (a) construe, interpret, and implement the Plan, (b) prescribe, amend, and rescind rules and regulations relating to the Plan, and (c) make all other determinations deemed necessary or advisable for the administration of the Plan. The determination of the Committee on all matters relating to the Plan, Award Agreement, Equity Appreciation Units or any amounts payable hereunder, including, without limitation, the determination of the Profits Interest Threshold Amount in respect of any Reference Class C Unit, the Vesting Date Value, or the amount of any non-cash dividend or distribution, shall be final, binding, and conclusive. The Committee may delegate to officers, other members of the Board or committees thereof (or subcommittees of such committees, as applicable), or employees of any member of the Company Group, the authority, subject to such terms as the Committee shall determine, to perform such functions, including, but not limited to, administrative functions, as the Committee may determine appropriate, subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board.

Section 4. Equity Appreciation Units Available Under the Plan

The Committee shall be authorized to grant an unlimited number of Equity Appreciation Units under the Plan; *provided, however*, that in no event shall the sum of the number of Equity Appreciation Units and the number of Class C Units outstanding exceed the maximum number of Class C Units authorized for issuance.

Section 5. Vesting and Settlement of Equity Appreciation Units

(a) No Equity Appreciation Units shall vest on prior to its Vesting Date; provided, that the Committee reserves the right, in its sole discretion, to accelerate the Vesting Date. In the event that a Grantee undergoes a Termination for any reason prior to the Vesting Date, all of such Grantee's Equity Appreciation Units with respect to which the Additional Vesting Conditions have not been satisfied at the time of such Termination shall be forfeited upon such Termination without any consideration paid in respect thereof. In addition, upon any Termination for Cause, all of such Grantee's Equity Appreciation Units (regardless of whether the Service Vesting Condition has been satisfied at the time of such Termination) shall be forfeited upon such Termination without any consideration paid in respect thereof. For purposes hereof, the number of Equity Appreciation Units with respect to which the Additional Vesting Conditions have been satisfied at the time of such Termination will be determined after giving effect to any Equity Appreciation Units with respect to which the Additional Vesting Conditions

would be satisfied co-incident with the date of such Termination.

(b) On the Payment Date, the Service Recipient (or such other member of the Company Group as may be determined by the Committee) shall settle each Vested Equity Appreciation Unit by delivering to the holder thereof the Vesting Date Value. In the case of a Vesting Date occurring on or following an Initial Public Offering, the settlement amount shall be paid in shares of stock of the entity that such Initial Public Offering of the Company was effectuated through; in the case of a Vesting Date occurring on a Change of Control, the settlement amount shall be either in cash or in the same form and mix of consideration as provided to holders of Class C Units; provided, that, in each case, the Committee may elect, in its sole discretion, to pay such Vesting Date Value solely in cash. Notwithstanding the foregoing, in the event that a Sale of a Company does not result in cash, securities or other consideration being paid to the holders of Class C Units, then each holder of a Vested Equity Appreciation Unit shall receive, at the sole option and discretion of the Committee, (i) an amount in cash equal to the Vesting Date Value or (ii) (x) a Class C Unit having the same Profits Interest Threshold Amount as the Reference Class C Unit and (y) the amount of any dividends or distributions (as determined by the Committee as of the date of such dividend or distribution) that would have been allocated to the Reference Class C Unit (other than Tax Distributions) from the Date of Grant through the Vesting Date (excluding any such dividends or distributions already covered pursuant to clause (x) or for which the Committee has determined no payment should be made because an appropriate adjustment has already been made in respect of such dividend or distribution pursuant to Section 6). Upon delivery of the consideration specified by this Section 5(b), the applicable Equity Appreciation Unit shall be satisfied in full and the holder thereof shall not be entitled to any further payments or other rights in respect of such Equity Appreciation Unit.

(c) All amounts paid in settlement of Equity Appreciation Units shall be subject to withholding for the payment of any federal, state, local, or foreign taxes required to be paid by the Service Recipient (or any other member of the Company Group) on account of such payments.

Section 6. Capitalization Adjustments

In the event that the Committee determines in its sole discretion that any sale, extraordinary distribution (whether in the form of cash, interests in the Company, securities, or other property), recapitalization, reorganization, merger, consolidation, issuance or exchange of ownership interests or other securities of the Company, or other transaction or event affects the interests in the Company such that an adjustment is determined by the Committee to be appropriate, including in order to prevent inappropriate dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it deems equitable, provide for one or more of the following: (a) make provision for a payment to the holder of Equity Appreciation Units in consideration for the cancellation of all or any portion of such Equity Appreciation Units, (b) adjust or substitute any or all of (i) the number and/or kind of the units or shares, other ownership interests, or other securities of the Company (or number and/or kind of other securities or property) with respect to which awards may be made under the Plan, and (ii) the number and/or kind of units or shares, other ownership interests, or other securities of the Company (or number and/or kind of other securities or

property) subject to outstanding awards made under the Plan, and/or (c) adjust the Profits Interest Threshold Amount relating to such Equity Appreciation Unit(s) or such other terms as reasonably determined by the Committee.

Section 7. Transferability

The Equity Appreciation Units granted to the Grantee pursuant to the Plan shall not be subject to Transfer. Any Transfer or attempted Transfer shall be null, void, and of no effect, and shall not be effected upon the records of the Company.

Section 8. No Claim of Right under the Plan

Neither the Plan nor any action taken pursuant to the Plan shall be construed as giving any Grantee any right to be retained in the employ or service of the Service Recipient or any other member of the Company Group.

Section 9. No Liability of Committee

The Committee (or its members, if applicable) shall not be personally liable by reason of any contract or other instrument related to the Plan executed by an individual or on its or their behalf in its or their capacity as the Committee (or members thereof, if applicable), or for any mistake of judgment made in good faith, and the Company shall indemnify and hold harmless each individual to whom any duty or power relating to the administration or interpretation of the Plan may be allocated or delegated against any cost or expense (including legal fees) or liability arising out of any act or omission to act in connection with the Plan unless arising out of such person's own fraud or bad faith.

Section 10. Termination or Amendment of the Plan

The Committee may amend or terminate the Plan at any time; provided, however, that the rights with respect to any Grantee's Equity Appreciation Units shall not be materially impaired by any such amendment unless a Grantee consents in writing (it being understood that no action taken by the Committee that is expressly permitted under the Plan shall constitute an amendment of the Plan). Notwithstanding the foregoing, without an affected Grantee's consent, the Committee may amend the Plan if necessary to bring the Plan into compliance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder, including, without limitation, any such regulations or other guidance that may be issued or amended after the Effective Date.

Section 11. Section 409A

It is intended that the payments to be made under the Plan comply with the "short-term deferral exemption" provided under Section 409A of the Code and the Department of Treasury regulations promulgated thereunder, and the Committee shall interpret the Plan provisions accordingly. Notwithstanding such, in no event whatsoever shall the Company or any of its Affiliates be liable for any additional tax, interest, or penalties that may be imposed on any Grantee by Section 409A of the Code or any damages for failing to comply with Section 409A of

the Code, other than for withholding obligations or other obligations applicable to employers, if any, under Section 409A of the Code.

Section 12. Unfunded Plan

Grantees shall have no right, title, or interest whatsoever in or to any investments which the Company may make to aid it in meeting its obligations under the Plan. Notwithstanding anything contained herein to the contrary, to the extent that any Person acquires a right to receive payments from the Company under the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company.

Section 13. Successors

Following the consummation of a sale, merger, or consolidation of the Company, in addition to any obligations imposed by law upon any successor to the Company, the Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets the Company to expressly assume the Plan and agree to perform obligations hereunder in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

Section 14. Governing Law

The terms of the Plan and all rights thereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws.

Section 15. Effect on Other Compensation and Benefit Plans

Unless otherwise determined by the Committee, any payments made hereunder shall not be taken into account in computing a Grantee's salary or compensation for the purposes of determining any benefits or compensation under (a) any pension, retirement, life insurance, or other benefit plan of the Company or any other member of the Company Group (including any successor thereto) or (b) any agreement between the Company or any other member of the Company Group (including any successor thereto) and a Grantee.

* * *

EXHIBIT A

Form of Award Agreement

EQUITY APPRECIATION UNIT AWARD AGREEMENT UNDER THE QUIDIENT, LLC 2021 EQUITY APPRECIATION UNIT PLAN

Pursuant to the terms of this Equity Appreciation Unit Award Agreement and Quidient, LLC (the “Company”), the Grantee has been selected to participate in the Company’s 2021 Equity Appreciation Unit Plan (the “Plan”). By execution of this Equity Appreciation Unit Agreement, the Grantee agrees to be bound by the terms of the Plan, which the Grantee acknowledges receipt of, and agree to accept all decisions of the Committee taken in accordance with such terms. Capitalized terms used herein shall have the same meaning as set forth in the Plan.

Grantee Name: _____

Date of Grant: _____

**Number of Equity
Appreciation Units:** _____

**Profits Interest Threshold
Amount of Reference
Class C Unit:** _____

**Additional Vesting
Conditions:** [Insert time and/or performance vesting conditions]

Except as otherwise required by law or with the express prior written consent of the Committee, the Grantee agrees to keep your participation in it and the number of Equity Appreciation Units granted to the Grantee strictly confidential. Failure to maintain such confidence may result in immediate termination of participation in the Plan and the Grantee’s Termination for Cause.

This Equity Appreciation Unit Award Agreement does not confer upon the Grantee any right to continue as an employee or service provider of the Service Recipient or any other member of the Company Group.

The Equity Appreciation Units granted to the Grantee does not constitute an equity interest in the Company, and shall not be construed as creating any rights of a holder of an equity interest (including rights to distributions and to vote). The Grantee will not be treated as a partner of the Partnership or as a partner, shareholder, or member of any member of the Company Group for U.S. federal income tax purposes. The Equity Appreciation Units are solely on the unsecured promise by the Service Recipient to make payments (if any) in respect of Equity Appreciation Units required under the terms of the Plan, and the Grantee’s right to enforce such a claim shall only be as any unsecured general creditor of the Service

Recipient. The Grantee shall not have any preferred claim on, or any beneficial ownership in, any assets of the Company, the Service Recipient or any member of the Company Group. Neither the Plan nor any Awarded Units shall create or be construed to create a trust or fiduciary relationship between any member of the Company Group and the Grantee.

This Equity Appreciation Unit Award Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

* * *

Quident, LLC

By: Scott Ackerson
Title: CEO & President

AGREED AND ACCEPTED THIS 20th DAY OF March, 2025:

A handwritten signature in black ink, appearing to read "Scott Ackerson", written over a horizontal line.

Signature