

Restricted Stock Purchase Agreement

This Restricted Stock Purchase Agreement (this "**Agreement**") is made and entered into as of August 1, 2025 (the "**Effective Date**") by and between VIBEUP Inc., a Delaware corporation (the "**Company**") and _____ (the "**Purchaser**").

1. **Sale of Restricted Stock.** The Company hereby issues and sells to the Purchaser, as of the Effective Date, and the Purchaser agrees to accept from the Company, _____ shares of the Company's Class C stock (the "Restricted Stock"), on the terms and conditions and subject to the restrictions set forth in this Agreement and the Bylaws of the Company. The purchase price for the Restricted Stock shall be \$0.0001 per share, for an aggregate purchase price of \$____.00 (the "Aggregate Purchase Price"), which the parties acknowledge has been fully satisfied by the Purchaser's prior provision of services to the Company, and which the Company accepts as full and adequate consideration for the issuance of the Restricted Stock. The Purchaser shall be deemed the record owner of the Restricted Stock as of the Effective Date, and the Company shall reflect such ownership in its books and records (or, if applicable, through its duly authorized transfer agent). As used in this Agreement, "Restricted Stock" shall include all securities received in connection with the Restricted Stock as a result of stock dividends, stock splits, recapitalizations, mergers, reorganizations, exchanges, or similar events, and any new, substituted, or additional securities or other property to which the Purchaser becomes entitled by reason of ownership of the Restricted Stock. The Restricted Stock shall be subject to transfer restrictions under Section 2, which the parties agree are intended to constitute a substantial risk of forfeiture for purposes of Section 83 of the Internal Revenue Code.

2. **Transfer Restrictions.**

2.1 Subject to any exceptions set forth in this Agreement, the Restricted Stock and the rights relating thereto may not be assigned, sold, pledged, transferred, or otherwise encumbered by the Purchaser without the prior written consent of the Company, except as expressly permitted under Section 2. Any attempt to transfer or encumber the Restricted Stock in violation of these restrictions shall be null and void. The parties agree that the transfer restrictions imposed by this Section are intended to constitute a substantial risk of forfeiture within the meaning of Section 83 of the Internal Revenue Code and the regulations promulgated thereunder.

2.2 Before any Restricted Stock held by the Purchaser or any transferee of the Purchaser (each, a "Holder") may be sold or otherwise transferred (including by gift or operation of law), the Company shall have the right to (i) approve such transfer and (ii) purchase all or any portion of the shares proposed to be transferred, in its sole discretion (the "Right of First Refusal").

(a) To initiate a transfer, the Holder must deliver written notice (the "Notice") to the Company stating (i) the intention to transfer, (ii) the name of each proposed transferee ("Proposed Transferee"), (iii) the number of shares to be transferred to each Proposed Transferee, (iv) the material terms of the proposed transfer, including the purchase price (the "Transfer Purchase Price"), and (v) an offer to the Company or its assignee(s) to purchase the shares at the Transfer Purchase Price and on the same or more favorable terms.

(b) Within thirty (30) days after receiving the Notice, the Company may: (a) exercise its Right of First Refusal in whole or in part, (b) approve the proposed transfer in whole or in

part, or (c) decline both to purchase and to approve the transfer, in which case the proposed transfer is prohibited. If the Transfer Purchase Price consists of non-cash consideration or is nominal (e.g., a gift), the Company may determine the fair market value in good faith. Payment may be made in cash, by canceling outstanding indebtedness, or a combination of both, within sixty (60) days of receipt of the Notice or as otherwise specified.

(c) If the Company declines to exercise its Right of First Refusal and approves the transfer, the Holder may transfer the shares on the specified terms within 120 days of the Notice, provided that the transferee agrees in writing to be bound by the Bylaws and this Agreement. If the transfer is not completed within that period, or if the terms materially change, a new Notice is required.

(d) Transfers to the Holder's Immediate Family or to a trust for their benefit are exempt from this Section, so long as the transferee agrees in writing to be bound by the Bylaws and this Agreement. For purposes of this Section, "Immediate Family" includes lineal descendants and antecedents, siblings (and their descendants), in-laws, stepchildren, adoptive relationships, and household members other than tenants or employees.

2.3 In the event of any transfer of Restricted Stock by operation of law or other involuntary means (including, without limitation, divorce, bankruptcy, or intestate succession, but excluding (i) a transfer by will and (ii) a transfer to a member of the Holder's Immediate Family or to a trust for their benefit, as described in Section 2.2(d)), the Company shall have the option to purchase any or all of the affected shares at their fair market value as of the date of transfer, as determined in good faith by the Company. The Holder or transferee shall promptly notify the Company in writing of any such transfer. The Company may exercise its repurchase option within thirty (30) days after receiving such notice.

2.4 The right of the Company to purchase any part of the Restricted Stock may be assigned in whole or in part, only to an affiliate of the Company designated by the Board of Directors (excluding any director with a direct interest in the transaction). Any such assignee shall be bound by the same terms and conditions applicable to the Company's repurchase right under this Agreement.

2.5 All transferees of Restricted Stock or any interest therein shall receive and hold such shares subject to the Bylaws and the terms of this Agreement, including the transfer restrictions and the Company's rights under Sections 2.2 and 2.3. Any purchase of Restricted Stock by the Company from a transferee may, at the Company's election, be treated as if such shares were first transferred back to the original Purchaser. Payment by the Company to the transferee shall be deemed to satisfy any obligation the Purchaser might otherwise have to compensate such transferee. Any sale or transfer of the Restricted Stock shall be void unless made in compliance with this Agreement.

2.6 The transfer restrictions set forth in Section 2.1, the Right of First Refusal granted in Section 2.2, and the Company's repurchase right in the event of an involuntary transfer under Section 2.3 shall terminate upon the earliest to occur of the following:

(a) the consummation of a public offering of the Company's securities pursuant to an effective registration statement under the Securities Act of 1933, as amended (the

"Securities Act"), in connection with either a firm commitment underwritten offering or a direct listing on a national securities exchange (other than a registration statement relating solely to the issuance of securities in a business combination or under an employee benefit plan);

(b) the completion of a merger, consolidation, or share exchange involving the Company and a special purpose acquisition company (SPAC) or its subsidiary, in which the Company's securities (or those of the surviving or parent entity) are listed on a national securities exchange; or

(c) any transfer or conversion of the Restricted Stock pursuant to a statutory merger or consolidation in which the common stock of the surviving or parent entity is registered under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

3. Vesting.

3.1 The Restricted Stock shall vest as follows:

a) **Class C Milestone-Based Vesting.** The following shares of the Company's Class C stock (for a total of _____ shares) shall vest upon the Company's achievement of the corresponding milestones, as certified by the Board in its sole discretion, subject to the Purchaser's Continuous Service at the time each such milestone is achieved. Each milestone vests independently upon achievement, regardless of the order in which milestones are completed:

- i) _____ shares shall vest upon completion of MVP Alpha, specifically completion of Epics 1 through 5 as described in the product road map maintained in the Company's shared development resources;
- ii) _____ shares shall vest upon achievement of 1,000 Healthy Active Users with the Company's customer acquisition cost understood through the methodology of the Company's financial advisors (intended to be QINVST);

In this Agreement, "**Healthy Active Users**" means premium users who are logged-in and engaged (including opens, plays, clicks, chats with the interface, and similar interactions) within the preceding month or week, as determined by the team members (including Purchaser).

- iii) _____ shares shall vest upon completion of MVP Beta (including the Epics to be specified in the Product Road Map) where the foundational vision-strategy of the seven core products (i.e.: The Guide, Practices, Impact, Human Profiles, Business Profiles, Community Profiles, and the Map) are released and used by 10,000 Healthy Active Users;
- iv) _____ shares shall vest upon achievement of \$60,000 Monthly Recurring Revenue;
- v) _____ shares shall vest upon completion of a Series A fundraising round or securing a loan of \$2,000,000 or more;

- vi) _____ shares shall vest upon Expansion of product team with full-time hires the earliest to occur of:
 - 1) release of fintech/e-commerce features whereby users can offer services and products to book, sell, or exchange on the platform, or
 - 2) achievement of either 250,000 Healthy Active Users or \$250,000 Monthly Recurring Revenue.
- b) **Class C Time-Based Vesting.** _____ shares of the Company's Class C stock shall vest based on time, subject to the Purchaser's Continuous Service through each such vesting date, as follows:
 - i) _____ shares of the Company's Class C stock shall vest on October 1, 2025, and
 - ii) _____ shares of the Company's Class C stock shall vest on the first day of each calendar quarter thereafter for twelve (10) consecutive quarters, starting on January 1, 2026 and ending on April 1, 2028.

3.2 Termination for Cause or Voluntary Resignation. If the Purchaser's Continuous Service is terminated for Cause or if the Purchaser voluntarily terminates Continuous Service without Good Reason, the Company shall repurchase all Unvested Shares at the original per-share purchase price, and the Purchaser shall retain only those shares that were vested as of the date of termination.

3.3 Termination Without Cause or for Good Reason. If the Purchaser's Continuous Service is terminated by the Company without Cause or by the Purchaser for Good Reason, the following Unvested Shares shall immediately vest: (i) any milestone-based Unvested Shares for which substantial development work was commenced at least ninety (90) days prior to the termination date, as determined by the Board in its reasonable discretion, and (ii) twenty-five percent (25%) of time-based Unvested Shares.

3.4 Change of Control. In the event of a Change of Control (as defined below), all Unvested Shares shall immediately vest in full, effective immediately prior to the consummation of such Change of Control.

3.5 Definition of Change of Control. "Change of Control" means (i) a merger or consolidation in which the Company is not the surviving entity or in which the Company becomes a wholly owned subsidiary of another entity, (ii) a sale, lease, transfer, or other disposition of all or substantially all of the Company's assets, or (iii) the sale or transfer of a majority of the outstanding voting equity of the Company.

4. Rights as Shareholder; Dividends.

4.1 The Purchaser shall be the record owner of the Restricted Stock as of the Effective Date and shall be entitled to all rights of a shareholder of the Company, including the right to vote such shares and to receive dividends or other distributions, if any, declared thereon. Any dividends or other distributions paid on Unvested Shares shall be subject to the same restrictions as the

underlying Unvested Shares. If any such Unvested Shares are forfeited, the Purchaser shall have no right to any dividends or distributions previously declared but not yet paid on such forfeited shares.

4.2 The Company may evidence ownership of the Restricted Stock by physical certificate or by book-entry registration. If held in certificate form, the Company may retain custody of the stock certificate for any Unvested Shares until such shares vest. Upon request, the Company shall provide evidence of Purchaser's ownership, whether certificated or uncertificated, as soon as reasonably practicable.

4.3 If the Purchaser forfeits any rights they have under this Agreement in accordance with Section 3, the Purchaser shall, on the date of such forfeiture, no longer have any rights as a shareholder with respect to the Restricted Stock and shall no longer be entitled to vote or receive dividends on such shares.

5. Investment and Taxation Representations. In connection with the sale of the Restricted Stock, the Purchaser represents to the Company the following:

5.1 The Purchaser represents that the Restricted Stock is being acquired for the Purchaser's own account, for long-term investment purposes only, and not with a view to, or for resale in connection with, any distribution thereof in violation of the Securities Act or any applicable state securities laws.

5.2 The Purchaser understands that the Restricted Stock has not been registered under the Securities Act by reason of an exemption based in part on the bona fide investment intent and other representations made herein.

5.3 The Purchaser understands that the Restricted Stock must be held indefinitely unless and until the Restricted Stock is registered under the Securities Act or an exemption from registration is available, and that the Company is under no obligation to register the Restricted Stock.

5.4 The Purchaser is familiar with Rule 144 under the Securities Act and understands that resale of the Restricted Stock may only occur in compliance with that rule, or pursuant to another applicable exemption. The Company makes no representation regarding the availability of any resale exemption.

5.5 The Purchaser understands that if Rule 144 or another exemption is not available, any resale of the Restricted Stock may only be made pursuant to a registration under the Securities Act. The Purchaser further acknowledges that persons attempting to sell unregistered securities in reliance on exemptions outside Rule 144 bear a significant burden of establishing the availability of such exemption and do so at their own risk.

5.6 The Purchaser represents that the Purchaser is not subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1) of Regulation D under the Securities Act, and agrees to promptly notify the Company in writing if the Purchaser becomes subject to any such disqualification.

5.7 The Purchaser understands that the Purchaser may suffer adverse tax consequences as a result of the Purchaser's purchase or disposition of the Restricted Stock. The Purchaser represents

that the Purchaser has consulted any tax consultants the Purchaser deems advisable in connection with the purchase or disposition of the Restricted Stock and that the Purchaser is not relying on the Company for any tax advice.

6. No Right to Continued Service. This Agreement shall not confer upon the Purchaser any right to be retained in any position, as an Employee, Consultant or Director of the Company. Further, nothing in this Agreement shall be construed to limit the discretion of the Company to terminate the Purchaser's Continuous Service at any time, with or without Cause.

7. Certain Defined Terms.

7.1 "**Affiliate**" means a corporation or other entity that, directly or through one or more intermediaries, controls, is controlled by or is under common control with, the Company.

7.2 "**Cause**" means:

(a) If the Purchaser is party to a written employment, consulting, or advisory agreement with the Company that defines "Cause," then that definition shall apply; or

(b) If no such agreement exists or contains no definition, "Cause" shall mean any of the following: (i) material breach of this Agreement or any other written agreement with the Company; (ii) conviction or plea of guilty or no contest to a felony or crime involving moral turpitude; (iii) willful misconduct or gross negligence in connection with the Company's business; or (iv) conduct that brings or is reasonably likely to bring the Company into material public disgrace or disrepute.

To the extent a breach described above is reasonably curable, the Purchaser shall have ten (10) business days after written notice from the Company to cure such breach.

7.3 "**Change of Control**" means:

(a) a merger or consolidation in which the Company is not the surviving entity or becomes a wholly owned subsidiary of another entity;

(b) a sale, lease, transfer, or other disposition of all or substantially all of the Company's assets; or

(c) the sale or transfer of shares representing a majority of the then-outstanding voting power of the Company.

7.4 "**Consultant**" means any individual who is engaged by the Company or any Affiliate to render consulting or advisory services, whether or not compensated for such services.

7.5 "**Continuous Service**" means the uninterrupted period during which the Purchaser is engaged by the Company (or any subsidiary) in one or more of the following roles:

(a) Employee (working at least 20 hours per week, unless otherwise agreed in writing);

- (b) Officer (elected or appointed by the Board);
- (c) Director (serving on the board of the Company or a subsidiary);
- (d) Consultant or Advisor (pursuant to a written services agreement); or
- (e) Any combination of the foregoing, with no break in service between roles, subject to Permitted Leaves.

A change in capacity or employing entity will not, in itself, interrupt Continuous Service, provided that no gap in service occurs.

7.6 "**Director**" means a member of the Board.

7.7 "**Disability**" means a disability within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, as amended.

7.8 "**Employee**" means any person employed by the Company or Affiliate with the status of employment determined pursuant to such factors as are deemed appropriate by the Board in its sole discretion, subject to any requirements of applicable laws, including Section 3401(c) of the Code. The payment by the Company of a director's fee shall not be sufficient to constitute "employment" of such director by the Company or Affiliate.

7.9 "**Good Reason**" means the occurrence of any of the following events without the Purchaser's prior written consent, provided that the Company is given notice and an opportunity to cure as described below: (i) a material reduction in the Purchaser's then-current title, (ii) a material reduction in the Purchaser's then-current base salary (other than a general reduction that applies to all similarly situated employees in substantially the same proportion), or (iii) a material adverse change in the Purchaser's authority, duties, or responsibilities. In order to resign for Good Reason, the Purchaser must provide written notice to the Company within sixty (60) days of the initial existence of the condition giving rise to Good Reason. The Company shall have thirty (30) days from receipt of such notice to cure the condition. If the Company fails to cure it within that period, the Purchaser may resign for Good Reason, effective no later than thirty (30) days following the expiration of the cure period.

7.10 "**Permitted Leaves**". Continuous Service shall not be considered interrupted solely because of:

- (a) any paid vacation, paid sick leave, or other leave of absence approved in writing by the Company that does not exceed sixty (60) consecutive days;
- (b) statutory or company-policy leave, including but not limited to maternity, paternity, parental, family-responsibility, or military leave, provided that the Purchaser returns to its role within the period protected by applicable law; or
- (c) transfers between the Company and a subsidiary or between subsidiaries, or changes in title, position, or work location, so long as at least one Service Capacity continues.

8. Section 83(b) Election. The Purchaser acknowledges that they may choose to file an election under Section 83(b) of the Internal Revenue Code (an “83(b) Election”) with respect to the Restricted Stock for protective purposes. Any such election must be made within thirty (30) days after the Effective Date. The Purchaser assumes sole responsibility for the preparation and timely filing of any such election and for all resulting tax consequences, including those under U.S. and non-U.S. law. The Purchaser further acknowledges that the Company has not provided, and will not provide, any legal or tax advice with respect to the Restricted Stock, the 83(b) Election, or the consequences thereof. The Purchaser has consulted their own tax advisors or has knowingly chosen not to do so. The Company makes no representations or warranties regarding the availability, applicability, or consequences of making or failing to make an 83(b) Election.

9. Public Offering and Lock-Up Agreement. The Purchaser agrees that, in the event of (i) the consummation of a sale of the Company’s securities to the public pursuant to a registration statement filed under the Securities Act (whether in connection with a firm commitment underwritten initial public offering or a direct listing on a national securities exchange), or (ii) the Company’s completion of a merger, consolidation, or share exchange with a special purpose acquisition company (“SPAC”) or its subsidiary resulting in the Company’s securities (or those of its successor) being listed on a national securities exchange (a “De-SPAC Transaction”), the Company (or a representative of the underwriters or transaction sponsor) may require that the Purchaser not sell or otherwise transfer any shares of Common Stock held by the Purchaser for a period of up to 180 days following the effective date of the registration statement in the case of an initial public offering, or up to 360 days in the case of a De-SPAC Transaction. These restrictions apply to all shares held by the Purchaser at the time of such transaction or issued to the Purchaser in connection with such transaction. The Purchaser further agrees that the Company may place stop-transfer instructions on its records and with its transfer agent to enforce compliance with the terms of this Section.

10. Compliance with Law. The issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and the Purchaser with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company’s shares of Common Stock may be listed. No shares of Common Stock shall be issued or transferred unless and until any then applicable requirements of state and federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. The Purchaser understands that the Company is under no obligation to register the shares of Common Stock with the Securities and Exchange Commission, any state securities commission, or any stock exchange to effect such compliance.

11. Legends. The Company may cause appropriate legends or restrictions to be noted in its books and records or with its transfer agent to reflect that the Restricted Stock: (i) has not been registered under the Securities Act and may not be transferred without compliance with applicable securities laws, (ii) is subject to the terms of this Agreement, and (iii) is subject to transfer restrictions under the Company’s Bylaws. The Company may also place stop-transfer instructions with its transfer agent or otherwise take administrative steps to enforce such restrictions.

12. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Secretary of the Company at the Company’s principal corporate offices. Any notice required to be delivered to the Purchaser under this Agreement shall be in writing and addressed to the Purchaser at the Purchaser’s address as shown in the records of the Company. Either party may

designate another address in writing (or by such other method approved by the Company) from time to time.

13. Required Notices. The Purchaser acknowledges that the shares of Restricted Stock are issued and shall be held subject to the provisions of this Agreement, the Company's Certificate of Incorporation, and the Bylaws, as each may be amended from time to time. Copies of such documents are on file at the Company's principal office and will be made available to any stockholder upon request without charge. The Purchaser further acknowledges that this section shall serve as written notice for purposes of Sections 151(f) and 202(a) of the Delaware General Corporation Law, and expressly waives any right to receive separate written notice under those provisions following the issuance of the Restricted Stock. The Purchaser acknowledges that the issuance of the Restricted Stock may be subject to export or securities laws in their country of residence or citizenship, and the Purchaser is solely responsible for compliance with such laws.

14. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

15. Undertaking. The Purchaser hereby agrees to take whatever additional actions and execute whatever additional documents the Company may in its reasonable judgment deem necessary or advisable to effect any of the obligations or restrictions imposed on the Purchaser pursuant to the express provisions of this Agreement.

16. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Purchaser and the Purchaser's beneficiaries, executors, administrators, and the person(s) to whom the Restricted Stock may be transferred by will or the laws of descent or distribution.

17. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each provision of this Agreement shall be severable and enforceable to the extent permitted by law.

18. Amendments and Waivers. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No amendment to this Agreement shall adversely affect the rights of the Purchaser with respect to any vested shares without the Purchaser's prior written consent.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VIBEUP Inc.

By: _____

Name: Luke Jensen

Title: Chief Executive Officer

Date:

Purchaser

By: _____

Name:

Date:

**Election to Include Value of
Restricted Property in Gross Income in Year
of Transfer Under Internal Revenue Code Section 83(b)**

The undersigned hereby makes an election pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, with respect to the Restricted Shares described below and supplies the following information in accordance with the applicable Treasury regulations:

1. The name, address and taxpayer identification number of the Taxpayer are:

Name: _____ (“Taxpayer”)

Address: _____

SS# _____

2. Description of the Restricted Shares for which the election is being made:

_____ shares of Class C common stock of VIBEUP Inc., a Delaware corporation (the “Company”), subject to vesting and forfeiture provisions under a Restricted Stock Purchase Agreement.

3. The date on which the Restricted Shares were transferred and the taxable year for which the election is made:

The Restricted Shares were transferred on September 15, 2025. The taxable year to which this election relates is 2025.

4. The nature of the restriction to which the Restricted Shares are subject:

The shares are subject to a vesting schedule and a substantial risk of forfeiture under the Restricted Stock Purchase Agreement. Unvested shares are subject to repurchase by the Company upon certain termination events.

5. The Restricted Shares have a fair market value on September 15, 2025.

\$0.0001 per share; total: \$____.00

6. The Taxpayer did not pay any amount for the Restricted Shares.

7. The Taxpayer certifies that a copy of this statement has been furnished to VIBEUP Inc.

Signature of Taxpayer

Date

RECEIPT ACKNOWLEDGED

VIBEUP Inc.

By: _____

Date _____
: