JOZIE AI INC.

2026 EQUITY INCENTIVE PLAN

Adopted: February 23, 2026
Approved by Shareholder: February 23, 2026

ARTICLE I — PURPOSE

The purpose of this 2026 Equity Incentive Plan (the "Plan") is to promote the success of Jozie AI Inc., a Washington corporation (the "Company"), by:

- Attracting and retaining employees, directors, and consultants
- Providing long-term equity incentives
- Aligning participant interests with stockholders
- Facilitating capital formation and venture financing

ARTICLE II — DEFINITIONS

For purposes of the Plan:

"Board" means the Board of Directors of the Company.

"Cause" means, unless otherwise defined in an Award Agreement:

- Fraud or dishonesty
- Material breach of fiduciary duty
- Conviction of a felony
- Willful misconduct

"Change in Control" means:

- Sale of >50% voting power
- Merger resulting in change of control

- Sale of substantially all assets

“Code” means the Internal Revenue Code of 1986, as amended.

“Committee” means the Board or a committee designated to administer the Plan.

“Common Stock” means the Company’s common stock.

“Disability” means total and permanent disability under Code §22(e)(3).

“Fair Market Value” means:

- If public: closing price on principal exchange
- If private: value determined in good faith by Board, consistent with 409A

“ISO” means Incentive Stock Option under Code §422.

“NSO” means Nonqualified Stock Option.

ARTICLE III — SHARES SUBJECT TO PLAN

3.1 Share Reserve

The maximum number of shares available for issuance under the Plan shall be:

10,000,000 shares of Common Stock

These shares may be authorized but unissued shares.

3.2 Share Counting

- Shares subject to forfeited awards return to pool
- Shares tendered to pay exercise price do NOT return
- Shares withheld for taxes do NOT return

3.3 Adjustments

In event of stock split, recapitalization, reclassification, or similar event, the Board shall equitably adjust:

- Number of shares
- Exercise prices
- Outstanding awards

ARTICLE IV — ADMINISTRATION

4.1 Authority

The Plan shall be administered by the Board or a Committee.

The Committee shall have full authority to:

- Grant Awards
- Determine vesting schedules
- Interpret Plan
- Adopt rules

All decisions are final and binding.

4.2 Delegation

The Board may delegate authority to an officer for grants to non-officers, subject to limits.

ARTICLE V — ELIGIBILITY

Eligible participants:

- Employees
- Directors
- Consultants

ISOs may be granted only to employees.

ARTICLE VI — STOCK OPTIONS

6.1 Types

Options may be granted as:

- ISOs
- NSOs

6.2 Exercise Price

- ISOs: Not less than Fair Market Value
- 10% shareholders (ISO): ≥110% of FMV
- NSOs: Not less than FMV

6.3 Term

Maximum term:

- 10 years
- 5 years for 10% ISO holders

6.4 Vesting

Vesting schedule shall be determined by Award Agreement.

Typical structure:

- 4 years
- 1-year cliff
- Monthly thereafter

6.5 Termination

Unless otherwise provided:

- Termination without Cause: 3 months to exercise
- Disability: 12 months
- Death: 12 months
- Cause: Immediate forfeiture

ARTICLE VII — RESTRICTED STOCK

7.1 Grants

Restricted Stock may be granted subject to vesting.

7.2 Voting & Dividends

Unless otherwise determined:

- Participant has voting rights
- Dividends may be paid or accumulated

7.3 Forfeiture

Unvested shares subject to repurchase upon termination.

ARTICLE VIII — RESTRICTED STOCK UNITS (RSUs)

RSUs may be granted representing right to receive shares upon vesting.

Settlement shall occur:

- Upon vesting

- Or at specified future date

Must comply with Code §409A.

ARTICLE IX — OTHER STOCK-BASED AWARDS

Board may grant other equity-linked awards including:

- Performance shares
- Stock appreciation rights
- Phantom equity

ARTICLE X — CHANGE IN CONTROL

10.1 Assumption

Awards shall be assumed or substituted by successor.

10.2 Acceleration

Unless otherwise provided in Award Agreement:

If awards are not assumed, vesting shall accelerate immediately prior to Change in Control.

ARTICLE XI — TAX WITHHOLDING

Company may withhold:

- Cash
- Shares otherwise deliverable

To satisfy tax obligations.

ARTICLE XII — TRANSFERABILITY

Awards are non-transferable except:

- By will
- By laws of descent
- If permitted by Board

ARTICLE XIII — COMPLIANCE WITH LAW

Awards subject to:

- Federal securities laws
- Washington securities laws
- Stock exchange rules (if applicable)

ARTICLE XIV — AMENDMENT & TERMINATION

14.1 Amendment

Board may amend Plan at any time.

Shareholder approval required if:

- Increasing share reserve
- Required by law

14.2 Term

Plan shall terminate 10 years from adoption date unless earlier terminated.

ARTICLE XV — MISCELLANEOUS

15.1 No Employment Rights

Nothing confers right to continued employment.

15.2 No Stockholder Rights

Option holders are not stockholders until exercise.

15.3 Governing Law

This Plan shall be governed by the laws of the State of Washington.

SIGNATURE PAGE

Adopted by the Board of Directors:

Name: Thien Pham
Title: Sole Director

Approved by Shareholder:

Name: Thien Pham
Shares Held: 60,000,000 Common

Date: February 23, 2026