RESTRICTED STOCK PURCHASE AGREEMENT

800,000 shares of IQ Finance, Inc. restricted common stock

PRE-SIGNATURE DRAFT — NOT EFFECTIVE UNTIL APPROVED, COMPLETED AND SIGNED

Agreement Effective Date: the date on which the last party signs; Closing / Vesting Commencement Date: the date confirmed under Section 2; Purchaser: Timothy Sattler

1. Restricted stock purchase. At the Closing, IQ Finance, Inc. (the “Company”) sells and transfers from its treasury to Timothy Sattler (“Purchaser”) 800,000 shares of the Company’s common stock (the “Shares”) at US$0.002 per Share for an aggregate purchase price of US$1,600.00 (the “Purchase Price”). Purchaser acquires the Shares in connection with bona fide past, current, and prospective operational services and the resulting benefit to the Company, but the Purchase Price must be paid in cleared funds and is not satisfied by services, a note, setoff, or future compensation unless the Board expressly approves another legally valid form of payment before Closing. The Shares are subject to reverse vesting and the Company Repurchase Option in this Agreement.

2. Conditions to Closing. No sale or transfer occurs and Purchaser acquires no shareholder rights until all conditions below are satisfied:

- The Company has confirmed from its stock ledger that at least 800,000 shares are lawfully held as treasury shares, are not subject to an outstanding transfer or repurchase right that prevents this sale, and are available for sale and disposition under this Agreement.
- The Board has approved this Agreement, the Purchase Price, the fair market value, the disposition of the treasury shares, the applicable securities exemption, and the form of book-entry notation or certificate.
- The Company has confirmed that the sale and transfer comply with its charter, bylaws, capitalization approvals, applicable investor and transfer rights, Delaware capital rules, and applicable securities law. The Company has completed and retained a written Rule 701 offering-limit and disclosure analysis for the selected 12-month period and a Regulation S analysis for this offshore sale.
- Purchaser has executed the Head of Operations Services, Confidentiality and Intellectual Property Agreement (the “Service Agreement”), certified lawful authorization to perform the Services from his expected principal work location, delivered any required tax-status form, and executed any applicable stockholder joinder identified in the Board approval.
- Before the Company accepts the Purchase Price or records the transfer, the parties have confirmed in writing a reasonably supportable procedure for any intended Section 83(b) election, including the taxpayer-identification-number and filing mechanics applicable to Purchaser. This condition addresses administrative readiness only; it does not require Purchaser to make the election and is not tax advice or a Company guarantee of the election’s validity or tax result.
- Purchaser has confirmed that the Regulation S representations in Section 13 remain true at Closing, including that he is physically outside the United States when he executes and delivers this Agreement, pays the Purchase Price, and completes the Closing.
- When all other Closing conditions have been satisfied or waived in writing, Purchaser has tendered the US$1,600.00 Purchase Price in cleared funds. The Company will accept the Purchase Price only at Closing and will retain payment evidence, confirm the pre-Closing treasury-share count, and complete the stock-ledger, book-entry, and post-Closing capitalization records as part of Closing.

(a) After all conditions other than the contemporaneous payment and ledger entries are satisfied, the parties will confirm the Closing Date in writing. On that date the Company accepts the Purchase Price, records the Shares in Purchaser’s name, and delivers a written closing confirmation identifying the transfer date and payment record. That date—and not the Agreement Effective Date or signature date—is the “Closing Date” and “Vesting Commencement Date.” No Section 83(b) filing period begins under this Agreement before the actual transfer at Closing. If Closing has not occurred within 60 days after the Agreement Effective Date, this Agreement terminates automatically without a sale or share transfer unless the parties extend it in writing.

3. Purpose and securities-law basis. The sale is a compensatory transaction principally in connection with bona fide operational services. The fixed institutional-readiness earn-up compensates only the internal administration and factual operational support expressly described in Schedule 1 and does not depend on investor sourcing, solicitation, recommendation, securities terms, negotiation, investor meetings, investment, financing amount, or transaction closing. The Company intends to rely, to the extent available, on Rule 701 for qualifying bona fide non-capital-raising services and independently and concurrently on Regulation S for the offshore offer and sale, or on another exemption identified in the Board approval. The Shares are restricted securities, have not been registered, are illiquid, and may not be transferred absent registration or an available exemption and compliance with Company restrictions.

4. Transfer at Closing; reverse vesting. All 800,000 Shares are purchased and transferred at Closing and are outstanding Shares held by Purchaser, subject to the Company’s irrevocable repurchase option under Section 6 (the “Company Repurchase Option”). “Vested Shares” are Shares for which the Company Repurchase Option has lapsed under Schedule 1. “Unvested Shares” are all remaining Shares. Vesting is not staged issuance: it is the scheduled lapse of the Company Repurchase Option over Shares already purchased and transferred.

5. Continuous Service. “Continuous Service” means bona fide, material service personally provided to the Company under the Service Agreement or a successor written services agreement approved by the Board that expressly preserves the independent-contractor relationship stated in the Service Agreement. A Board-approved change in functional title, scope, capacity, or reporting line within that relationship does not interrupt Continuous Service while material Service continues. A workload reduction alone is not a cessation. If Purchaser performs no material Service for 30 consecutive days, time-based vesting pauses on the 31st day and resumes only when material Service resumes, unless the Board expressly approves continued vesting during a leave or Company-caused interruption. Service ends upon written termination or resignation or documented abandonment. Service to another person or entity does not count unless the Board expressly allocates it to IQ Finance in writing.

6. Company Repurchase Option. At Closing, Purchaser grants the Company an irrevocable option to repurchase every Unvested Share at US$0.002 per Share, equal to the original per-Share Purchase Price. If Continuous Service ends for any reason, the Company Repurchase Option is automatically exercised as to every then-Unvested Share unless the Board delivers a written waiver before the Service cessation date. The repurchase closes when the Company pays or tenders the aggregate repurchase price to Purchaser, which the Company will do within 30 days after the Service cessation date, subject to Section 160 of the Delaware General Corporation Law and other nonwaivable law. Upon that payment or tender, the repurchased Shares transfer to the Company as treasury shares and Purchaser has no further voting, dividend, economic, or other right in them.

(a) The Company Repurchase Option is automatically exercised on the 18-month opportunity-expiration date as to each 50,000-Share milestone tranche that remains unvested, unless the Board delivers a written waiver before that date. The Company will pay or tender the aggregate repurchase price within 30 days after the expiration date, subject to Section 160 of the Delaware General Corporation Law and other nonwaivable law. If payment cannot lawfully be made on the scheduled date, the exercised Company Repurchase Option remains outstanding, the affected Shares remain Unvested and subject to the option, and the repurchase will close promptly when payment may lawfully be made. Administrative delay in payment confirmation or stock-ledger updates does not vest the affected Shares or cause the Company Repurchase Option to lapse.

(b) Purchaser will execute documents and provide instructions reasonably necessary to complete or confirm a repurchase under this Section. After payment or tender of the applicable repurchase price, the Company may update its stock ledger and book-entry records to reflect the transfer. Purchaser's limited transfer authorization in Section 10 applies to each such transfer.

(c) The Company will provide Purchaser a written confirmation identifying the repurchased Shares, the applicable Service cessation or expiration date, the aggregate repurchase price, and the date and method of payment or tender. A delay in delivering that confirmation is administrative only and does not alter the repurchase terms or vest uncompleted Shares.

7. No acceleration. No vesting accelerates because of termination, a financing, change in control, sale, role change, title change, customer transaction, disability, or death, unless the Board and Purchaser later sign an express amendment approved through required governance procedures.

8. Milestone administration. The 200,000 performance-based Shares are divided into four independent, binary 50,000-Share stages. A stage is complete only when Purchaser has satisfied every material requirement, delivered the required proof package into Company-approved systems, remained in Continuous Service through completion, and complied with the authority boundaries in the Service Agreement. Partial work, attempted completion, informal praise, operational use, or substantial completion does not create pro rata or equivalent vesting. Any modification requires a written amendment signed by Purchaser and approved by the Board.

(a) Purchaser may submit a concise written certification request with the proof package. Within 15 business days after a materially complete submission, the Board will either certify achievement or deliver a written deficiency notice identifying the unmet objective criteria or missing evidence. The Board may request reasonable milestone-related evidence, may not add retroactive criteria, and will allow a reasonable cure. Purchaser may send a written reminder. Any Board delay beyond the response period tolls an unexpired milestone deadline day-for-day until the Board responds, but silence, delay, informal praise, or operational use does not certify or vest a stage. A stage completed before Service ends may be certified afterward if the evidence is submitted within 10 business days after Service ends.

(b) If Company inaction, denial of required access, withdrawal of an approved initiative, or failure to approve commercially workable parameters materially prevents a milestone, the Board will in good faith extend the deadline for the period reasonably lost. If a milestone becomes illegal, obsolete, or materially misaligned with an approved Company strategy, it may be replaced only by a written amendment signed by Purchaser and approved by the Board that identifies substitute criteria and a proof package of comparable difficulty and corporate value. An impediment does not itself vest Shares or require certification of an uncompleted outcome. Purchaser remains responsible for timely escalation, reasonable mitigation, and evidence of the impediment.

(c) The Company will maintain a reasonable record of Vested and Unvested Shares. A change in role, hours, title, responsibility, or cash compensation does not alter Schedule 1. Milestone evidence must be Company-accessible and may not remain solely in personal inboxes, messages, accounts, spreadsheets, or notes.

9. Shareholder rights before vesting. Purchaser may vote Vested Shares and receive ordinary dividends on Vested Shares, subject to this Agreement. For each Unvested Share, Purchaser irrevocably appoints the person designated by the Board as proxy to vote that Share on every matter until the earlier of vesting or completion of a repurchase under Section 6. The proxy is coupled with an interest and is limited to Unvested Shares; it does not transfer economic ownership or permit disposition. Any dividend or distribution in securities or property with respect to Unvested Shares is subject to the same repurchase and vesting status. To the extent lawful, cash dividends attributable to Unvested Shares will be held by the Company or in escrow, released proportionately as Shares vest, and returned to the Company with Shares repurchased under Section 6.

10. Custody, book entry, and limited transfer authority. The Company may hold any certificate in escrow or maintain uncertificated Shares with a restrictive notation. Purchaser appoints the Company's Secretary and any Board-designated successor as attorney-in-fact, coupled with an interest, solely to record and confirm a transfer of Shares after the Company has paid or tendered the repurchase price required under Section 6. By signing this Agreement, Purchaser confirms that limited authority. If a separate stock power or transfer instruction is reasonably required by applicable law, a transfer agent, or the Company's recordkeeping system, Purchaser will execute it promptly. This authority does not permit transfer of Vested Shares except under another enforceable agreement or law.

11. Transfer restrictions. Purchaser may not sell, assign, pledge, encumber, gift, or otherwise transfer Unvested Shares except to the Company under this Agreement. Vested Shares remain subject to applicable law, Company charter/bylaws, legends, and any valid right of first refusal, co-sale, voting, drag-along, market-standoff, information, confidentiality, or similar agreement that Purchaser is required to join at Closing. No later-adopted restriction binds Purchaser without consent except a restriction validly imposed on the class under law or existing governance documents or accepted under subsection (c).

(a) If no separate Company right of first refusal applies to a proposed transfer of Vested Shares, Purchaser must first give the Company written notice stating the number of Shares, proposed transferee, price, and material terms. The Company has 30 days after receipt to elect to purchase all, but not less than all, of those Shares on the same terms. If the Company does not elect, Purchaser may complete the identified transfer within 60 days on terms no more favorable to the transferee, subject to law and all remaining restrictions; otherwise the notice process must be repeated.

(b) During the one-year Regulation S distribution-compliance period beginning on the later of the first offer in reliance on Regulation S or the Closing, Purchaser may resell the Shares only in accordance with Regulation S, an effective registration statement, or an available exemption from registration, and may not engage in hedging transactions concerning the Shares except in compliance with the Securities Act. The Company will refuse to register or recognize a transfer that does not comply with those requirements. Expiration of that period does not remove any other applicable restriction or restricted-security status.

(c) Upon written request in connection with a bona fide equity financing, merger, sale, or similar transaction, Purchaser will execute customary voting, right-of-first-refusal, co-sale, drag-along, market-standoff, information, confidentiality, or related agreements applicable to similarly situated holders of common stock. No such agreement may impose materially disproportionate economic burdens or personal liability on Purchaser, alter vesting without his written consent, or require an investment of additional capital.

12. Tax treatment and Section 83(b). Purchaser acknowledges that substantially nonvested property transferred in connection with services may be taxed under Internal Revenue Code Section 83 and that an election under Section 83(b), if available and advisable, generally must be filed within 30 days after the actual transfer at Closing. The Company has not promised that Purchaser owes no United States, Cayman, Canadian, or other tax and has not guaranteed the source or character of any income.

(a) The Board has determined a current fair market value of US$0.002 per Share for the Company's illiquid common stock after considering the Company's current financial condition, capitalization, liabilities, and the rights and restrictions applicable to the Shares. This is not a statement of enterprise value, a financing valuation, a guaranteed tax value, or a prediction of future value. Formal Board approval and the closing records control.

(b) Purchaser pays US$0.002 per Share, or US$1,600.00 in the aggregate. If the Board-determined fair market value in subsection (a) is supportable at Closing, the expected excess of fair market value over the amount paid at transfer is zero. That expectation is not tax advice or a guarantee; a higher determined value or a different tax treatment could create taxable income. Purchaser is solely responsible for deciding whether and how to file Form 15620 or another election, obtaining professional advice, and timely filing. Before Closing, Purchaser and the Company must confirm the filing procedure described in Section 2. The Company may require written procedural confirmation from qualified tax counsel or another qualified adviser before accepting the Purchase Price or transferring the Shares. Signing this Agreement is not the transfer and does not begin the 30-day period. The Company will provide reasonable factual information, including the actual Closing Date, number of Shares, fair market value used, Purchase Price paid, and payment evidence. Purchaser will promptly deliver to the Company a complete signed copy of any Section 83(b) election he files, and the Company will retain that copy with the closing records.

(c) Purchaser will maintain work-location records reasonably sufficient for his personal obligations and will notify the Company of a status change or United States service work only to the extent reasonably necessary for the Company to satisfy a nonwaivable withholding, payroll, registration, securities, or reporting obligation. The Company may withhold or require payment sufficient to satisfy a legally required tax, but will not withhold Shares without a lawful and documented method.

13. Purchaser representations. Purchaser represents that he is acquiring the Shares for his own account in connection with bona fide services and as a long-term investment, not with a present view to distribution; understands the speculative, illiquid, and potentially worthless nature of the Shares; has had access to information reasonably necessary to evaluate the purchase; can bear a complete loss of the Purchase Price and the Shares' value; and is not relying on a promise of liquidity, financing, valuation, cash compensation, dividends, employment, office, or continued Service.

(a) For purposes of Regulation S, Purchaser certifies that he is not a United States person and is not acquiring the Shares for the account or benefit of a United States person. When the offer is delivered to and accepted by him, when he executes and delivers this Agreement and pays the Purchase Price, and at Closing, he is physically outside the United States. The purchase is not prearranged with a purchaser in the United States, and Purchaser is not acting as a distributor or intermediary for another person.

(b) Purchaser has not been solicited for this purchase while physically in the United States and is not aware of directed selling efforts in the United States made specifically to induce the purchase. Purchaser agrees to the Regulation S resale, hedging, legend, and stop-transfer restrictions in Sections 11 and 16 and will promptly notify the Company before any representation in this Section ceases to be accurate before Closing.

14. Company representations. The Company represents at Closing that it is duly organized and in good standing; execution has been duly authorized; the Shares were validly issued, fully paid, and nonassessable before the Company reacquired them, are lawfully held as treasury shares, and are available for disposition under this Agreement; when transferred, the Shares will be free of Company-created liens other than the restrictions disclosed here and any valid governance-document restrictions identified at Closing; and execution does not knowingly violate an identified Company agreement. For its intended Regulation S reliance, the Company represents that it reasonably believes the offer and sale are offshore transactions and that neither it nor a person acting on its behalf has made directed selling efforts in the United States with respect to this purchase. These representations are subject to the conditions in Section 2.

15. No service guarantee; no future equity. Nothing guarantees continued Service or limits either party's termination rights. The Shares are the only equity promised under this Agreement. Purchaser has no entitlement to additional shares, options, refresh grants, anti-dilution protection, a Board seat, officer appointment, information rights beyond law and applicable agreements, or protection from dilution by future issuances or financing instruments. Any future equity grant requires separate Board approval and definitive written documents.

16. Legends. The Company will place a Regulation S legend or book-entry notation stating that transfer is prohibited except in accordance with Regulation S, registration under the Securities Act, or an available exemption, and that hedging transactions may not be conducted except in compliance with the Securities Act. The Company may also place customary notations concerning other federal and state securities restrictions, the Company Repurchase Option, transfer restrictions, and any applicable stockholder agreement. The Company will maintain corresponding stop-transfer instructions and remove a legend only when it is no longer legally or contractually required.

17. Notices. Notices follow the notice provision in the Service Agreement. A Company repurchase confirmation should identify the affected Shares, the applicable Service cessation or milestone-expiration date, the aggregate repurchase price, and the payment or tender method under Section 6.

18. Disputes; equitable relief. Delaware law governs without regard to conflict-of-laws rules. The state and federal courts in Delaware have exclusive jurisdiction, subject to jurisdiction and nonwaivable law. The parties consent to personal jurisdiction and venue. The Company may seek narrowly tailored equitable relief to enforce the Company Repurchase Option after payment or tender of the required repurchase price, protect its stock ledger, or preserve transfer restrictions. Before filing a non-urgent dispute, the parties will confer in good faith for 10 business days.

19. General. This Agreement, the Service Agreement, and any Closing joinders signed by Purchaser are the complete agreement between the parties concerning the Shares. This Agreement controls equity matters. Amendments and waivers must be written, signed by the affected party, and duly approved. Invalid terms will be narrowed or severed. Purchaser may not assign this Agreement except with a permitted transfer accepted in writing by the Company. The Company may assign its repurchase rights in a merger, reorganization, or sale of substantially all assets to the successor that assumes this Agreement. Counterparts and electronic signatures are effective.

SIGNATURES

IQ FINANCE, INC.

By: ______________________________

Name: Tony Hoong

Title: President

Date: ____________________________

PURCHASER

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Timothy Sattler

Date: ____________________________

SCHEDULE 1 - VESTING SCHEDULE AND EARN-UP CRITERIA

Vesting begins on the Closing Date confirmed under Section 2 and occurs only while Continuous Service continues. The 600,000 Core Service Shares vest over four years. Each 50,000-Share earn-up lane is independent, binary, and available for 18 months after Closing under Section 8.

A. Core service — 600,000 Shares

No Core Service Shares vest before the six-month anniversary of Closing. If Continuous Service continues through that date, 75,000 Shares vest. The remaining 525,000 Shares vest in 42 monthly installments of 12,500 Shares while Continuous Service continues. No acceleration applies unless the parties later sign an express Board-approved amendment.

B. Operating infrastructure — 50,000 Shares

Vests when: within 18 months after Closing, the Company-controlled operating system is materially complete, current, transition-ready, and used for twelve consecutive weeks. It must capture objectives, owners, blockers, decisions, next actions, material risks, live revenue and customer status, and current process, system, access, and continuity records.

Evidence: twelve dated weekly operating records plus the then-current KPI/OKR, pipeline, customer-status, decision, process-library, system-map, access-map, and transition-readiness records in Company-approved systems.

Boundary: Tim is responsible for disciplined use, escalation, and record quality—not for guaranteeing revenue, collection, retention, or founder decisions. Low activity volume does not defeat the milestone if every live matter is captured and managed.

C. Technical leadership — 50,000 Shares

Vests when: within 18 months after Closing, Tim materially leads an approved search and onboarding and a Qualifying Technical Lead executes the required engagement and IP documents, actually begins direct service to IQ, and completes 90 consecutive days actively performing the approved mandate in good standing.

Evidence: Board or authorized-officer approval of the candidate, functional designation, mandate, and commercially workable package; executed engagement and IP documents; Tim's sourcing and onboarding record; the actual start date; and dated service, reporting, access, priority, and work-product records covering the 90-day period.

Boundary: for this milestone, "Qualifying Technical Lead" means a Board-approved natural person directly engaged by IQ in the functional role of either Chief Technology Officer ("CTO") or Founding Engineer under a written mandate assigning primary responsibility for technical architecture and roadmap, secure and reliable product delivery, code and work-product controls, access controls, and technical-execution reporting. The designation is functional only and does not create a corporate office. An agency, vendor, nominal title, accepted offer without a start, or start without the full period does not qualify. Approved leave pauses the count. A qualifying replacement may begin a new period within the 18-month window. Company failure to approve a workable mandate or package is handled under Section 8(b).

D. Customer execution — 50,000 Shares

Vests when: within 18 months after Closing, Tim supports one Company-approved new customer engagement or material expansion beginning after Closing from approved intake through at least 60 consecutive days of active delivery and documented closeout, or through completion of the principal contracted deliverable if the approved delivery period is shorter. A routine renewal without material new scope does not qualify. The approved scope, owners, timeline, inputs, delivery status, material blockers, quality review, and handoff must be current in Company-approved systems.

Evidence: the governing customer or scope approval; intake or kickoff record; owner and delivery plan; status and escalation history; deliverable and handoff index; and customer acceptance where available or written closeout confirmation from an authorized Company reviewer.

Boundary: Tim need not source or close the customer, guarantee payment or retention, make regulated judgments, or provide support beyond the approved scope. If Tim is the customer's director, officer, employee, owner, representative, or material-interest holder, only a genuine, material post-Closing expansion qualifies; pre-Closing work or payments and routine continuation or renewal do not. Disinterested Board members must preapprove the expansion as commercially arm's-length, Tim may not negotiate or approve it for the Company, and a different authorized Company representative must certify completion.

E. Institutional readiness and factual diligence — 50,000 Shares

Vests when: within 18 months after Closing, Tim administers one Board-approved Institutional Readiness and Factual Diligence Cycle spanning at least three material diligence categories using the Company's existing data room. Tim must maintain the approved workspace, complete a Board-approved readiness checklist, coordinate authorized internal reviews and any factual third-party requests, keep a current request-and-response log if requests arise, document management follow-ups, and ensure every Company-controlled item is completed or assigned a written Board-approved treatment. The cycle is complete when the Board certifies the package and records a written closeout. No prospective investor, investor meeting, indication of interest, financing, or transaction is required.

Evidence: Board approval of the readiness scope and material diligence categories; the completed readiness checklist; approved factual materials and revisions; access and request records if any; dated internal review, action, and remediation records; completion or approved treatment of every Company-controlled item; and the Board's written certification and closeout.

Boundary: material diligence categories include corporate and governance, financial, product and technical, customer and commercial, and compliance and security. Tim may organize the Board-approved readiness cycle, prepare factual operational materials, administer follow-ups, and respond to authorized factual requests. Tim may not source or solicit investors, recommend an investment, communicate unapproved securities terms, negotiate, handle investor money or subscription documents, or receive credit based on investor meetings, introductions, indications of interest, investor progression, a term sheet, financing amount, or closing.

F. Shared administration

Evidence must be reasonably verifiable, materially complete, non-duplicative, and Company-accessible. The same item may provide context for more than one lane but may not, by itself, satisfy two lanes. Minor defects that do not impair the stated purpose do not defeat certification. Documentation without operational use is insufficient where use is required. The Board may request reasonable remediation evidence but may not add a new economic, title, hours, external securities activity, financing, or role condition after performance.