

PROPOSED SETTLEMENT AGREEMENT

THIS IS A DRAFT FOR DISCUSSION PURPOSES ONLY.

This document is subject to review, revision, and approval by legal counsel for all parties. No binding agreement exists until a final Settlement Agreement and Mutual Release is executed by all parties following attorney review.

Parties:

- (1) **Kelvin Yan**, individually and as Trustee of the Sydnee Trust 2021 (“Yan”);
- (2) **Vivek Sharma / Sharma Family Trust** (“Sharma”);
- (3) **Jaspreet Singh** (“Jaspreet”);
- (4) **Karamjeet Singh** (“Karamjeet” and, together with Jaspreet, the “Singh Parties”);
- (5) **Gagandeep Kochhar** (“Kochhar”);
- (6) **ZAMS Financials, Inc.** (“ZAMS”);
- (7) **Load Karma, Inc.** (“Load Karma”);
- (8) **Dialsight Technologies, Inc.** (“Dialsight”);
- (9) **Haven9377 LLC** (“Haven9377”);

(each a “Party” and collectively the “Parties”).

Effective Date: _____, 2026

Closing Date: 30 days after Effective Date

1. Covenant Not to Sue

[Revised per audit recommendation 3.1]

Effective upon execution of this Agreement, each Party covenants and agrees that it shall not initiate, file, or pursue any legal action, complaint, or proceeding against any other Party based on any claims, potential claims, threatened claims, unfiled claims, or contemplated causes of action arising out of or related to Load Karma, Haven9377, Load Konnect, Abacus, ZAMS Financials, Dialsight Technologies, KanexPro Inc., Sydnee Inc., Sydnee X Inc., iolo Capital Inc., Sebvia Inc., or any of the business relationships and transactions among the Parties through the Effective Date.

This covenant not to sue shall remain in effect during the period between the Effective Date and the Closing Date. For the avoidance of doubt, this Section 1 is a covenant not to sue and not a release of claims. The full mutual release of all claims shall occur only upon satisfaction of all closing conditions as set forth in Section 9 below. If any Party materially breaches its obligations under this Agreement prior to the Closing Date, the non-breaching Party’s covenant not to sue shall be void as to the breaching Party.

2. Yan and Sharma Exit Load Karma

Resignations and Officer/Director Changes:

- Yan resigns as President, Chairman of the Board, and director of Load Karma.
- Sharma resigns from all officer, director, and management positions held at Load Karma.
- Jane Yan resigns as Treasurer of Load Karma (if still serving in such capacity).
- The Singh Parties shall promptly appoint replacement officers and directors as required by Load Karma's governing documents and applicable law.

Share Redemption:

[Revised: redemption price changed from "nominal consideration" to \$0.10 per share]

- Load Karma redeems all shares held by Sydnee Trust 2021 (250,000 shares) at **\$0.10 per share**, for a total redemption price of **\$25,000**, and all shares held by Sharma Family Trust (250,000 shares) at **\$0.10 per share**, for a total redemption price of **\$25,000**. The aggregate redemption consideration of \$50,000 shall be paid by Load Karma to the respective trusts on or before the Closing Date by wire transfer or certified check.
- Load Karma shall update its stock ledger, cancel the redeemed share certificates (or record cancellation of book-entry shares), and issue any amended certificates or cap table reflecting the redemption.

Corporate Filings and Governance:

- Load Karma shall file any required amendments to its Statement of Information with the California Secretary of State to reflect the change in officers and directors within the time required by law.
- Load Karma shall update its articles of incorporation, bylaws, or other governing documents as necessary to reflect the departure of Yan and Sharma and any resulting changes to corporate governance.
- Load Karma shall notify its registered agent of any changes required as a result of this Agreement.

Financial and Operational Transition:

- Yan and Sharma are removed from all Load Karma bank accounts, credit facilities, lines of credit, and signatory authority.
- Load Karma shall remove Yan and Sharma as authorized representatives on all vendor accounts, customer accounts, TMS systems, insurance policies, and any other business accounts or platforms.
- The Singh Parties shall assume full responsibility for all ongoing operations, contracts, and business relationships of Load Karma as of the Closing Date.
- Yan and Sharma shall deliver to the Singh Parties all books, records, property, equipment, keys, access credentials, and other materials belonging to Load Karma in their possession or control within fifteen (15) days of the Closing Date.

- The Singh Parties shall cooperate in providing Yan and Sharma with copies of any Load Karma tax returns, K-1 schedules, or other documents reasonably necessary for Yan's and Sharma's personal tax filings for any period during which they were shareholders.

3. Haven9377 LLC

Warrant Cancellation:

- Yan's Haven9377 unit warrant (2,500 units of membership interest, \$1.00 per unit, dated February 20, 2024, expiring February 20, 2034) is hereby cancelled and voided in its entirety. Haven9377 shall record such cancellation on its books and records. Yan shall have no further rights under or interest in such warrant.

Ownership Transfer:

- Vivek Sharma / Sharma Family Trust shall transfer all of their membership interest in Haven9377 LLC to Jaspreet Singh (or his designee) on or before the Closing Date. Haven9377 shall update its operating agreement, membership records, and any filings with the California Secretary of State to reflect this transfer.

Release of Personal Guarantees:

- Haven9377, Jaspreet, and Karamjeet shall take all steps necessary to release Kelvin Yan and Vivek Sharma from any and all personal guarantees on borrower loans, debts, and obligations of Haven9377 LLC, including but not limited to any mortgages, lines of credit, promissory notes, or other financing arrangements. To the extent any such guarantees cannot be released, the Singh Parties shall indemnify and hold harmless Yan and Sharma from any liability arising therefrom.

4. Indemnification

[Revised per audit recommendation 2.2 — added financial backstop and enforcement provisions]

- **Load Karma:** Jaspreet, Karamjeet, and Load Karma shall jointly and severally indemnify and hold harmless Yan and Sharma from all current and future debts, obligations, liabilities, claims, and lawsuits of Load Karma, including the ~\$961K property loan and all personal guarantees made by Yan.
- **Haven9377:** Jaspreet, Karamjeet, and Haven9377 shall jointly and severally indemnify and hold harmless Yan and Sharma from all current and future debts, obligations, liabilities, claims, and lawsuits of Haven9377.
- **Dialsight Technologies:** Yan and Sharma shall jointly and severally indemnify and hold harmless Jaspreet, Karamjeet, Kochhar, and any other parties from all current and future debts, obligations, liabilities, claims, and lawsuits of Dialsight Technologies, Inc.
- **Sydnee X Inc.:** Jaspreet, Karamjeet, and Load Karma shall jointly and severally indemnify and hold harmless Yan and Sharma from all current and future debts, obligations, liabilities, claims, and lawsuits of Sydnee X Inc.

- All indemnification obligations under this Section 4 survive indefinitely and include attorneys' fees and defense costs.

Security for Indemnification Obligations:

[New provision per audit recommendation 2.2]

- To secure the indemnification obligations of the Singh Parties and Load Karma under this Section 4, the Singh Parties shall, on or before the Closing Date, establish an escrow account in the amount of \$_____ with a mutually agreed-upon escrow agent, to be held for a period of _____ years following the Closing Date. Funds in the escrow account shall be available to satisfy any indemnification claims made by Yan or Sharma under this Section 4.
- If any indemnified claim is asserted against Yan or Sharma and the indemnifying Party fails to acknowledge and begin defense of such claim within thirty (30) days of written notice, or fails to pay any finally determined indemnification amount within thirty (30) days of determination, Yan or Sharma may (a) draw upon the escrow account for the full amount of such claim, and (b) submit the dispute to expedited binding arbitration under JAMS rules in Los Angeles County, California, with the prevailing party entitled to recover all attorneys' fees, costs, and arbitration expenses from the non-prevailing party.

5. Dialsight Technologies Warrants

- Jaspreet's stock warrant (1,000 shares, \$1.00 strike, exp. March 2034) is cancelled and voided.
- Karamjeet's stock warrant (1,000 shares, \$1.00 strike, exp. March 2034) is cancelled and voided.
- Dialsight reissues new warrants on the same terms: 1,000 shares to Yan and 1,000 shares to Sharma.

6. Vehicles

[Revised per audit recommendation 2.5 — added 30-day deadline and condition precedent]

- **2021 Porsche Taycan:** Sydnee X Inc. shall transfer the 2021 Porsche Taycan (VIN: _____) to Kelvin Yan with clear title, free and clear of all liens and encumbrances. All costs associated with payoff of any existing financing and title transfer shall be borne by Sydnee X Inc.
- **Tesla Model Y:** Load Karma, Inc. shall transfer the Tesla Model Y (VIN: _____) to Kelvin Yan with clear title, free and clear of all liens and encumbrances, including satisfaction of all remaining financing obligations. All costs associated with payoff and title transfer shall be borne by Load Karma.
- **Deadline and Condition Precedent:** All vehicle lien payoffs, title transfers, and physical delivery to Yan shall be completed no later than thirty (30) days after the Effective Date (i.e., by the Closing Date). The transferring party shall provide Yan with written proof of lien satisfaction and a clean title for each vehicle. Completion of all vehicle transfers with clear

title shall be a condition precedent to the effectiveness of the mutual releases in Section 9.

7. Loan Forgiveness — Jaspreet Singh

The Parties acknowledge that Jaspreet Singh owes Load Karma, Inc. approximately \$27,000 in outstanding loan obligations. As part of this settlement, Load Karma hereby releases and forgives this loan in its entirety. Jaspreet shall have no further obligation to repay this amount.

8. Legal Fee Reimbursement

Load Karma, Inc. shall reimburse Kelvin Yan for all attorneys' fees and legal costs incurred in connection with the disputes among the Parties and the negotiation of this settlement, in an amount of \$_____, to be paid within thirty (30) days of the Closing Date. Supporting documentation of fees and costs shall be provided upon reasonable request.

9. Mutual Releases

[Revised per audit recommendation 3.1 — releases now expressly conditional on full performance]

- **Condition Precedent:** The mutual releases in this Section 9 shall become effective only upon the verified completion of all closing obligations under this Agreement, including but not limited to: (a) payment of share redemption consideration under Section 2; (b) completion of all vehicle transfers under Section 6; (c) payment of legal fee reimbursement under Section 8; and (d) establishment of the indemnification escrow under Section 4. No release shall be deemed effective until all such conditions have been satisfied or waived in writing by the releasing Party.
- Upon satisfaction of all closing conditions, Yan and Sharma release Jaspreet, Karamjeet, Kochhar, ZAMS, and Load Karma from all claims related to the disputes among the Parties and their business relationships.
- Upon satisfaction of all closing conditions, Jaspreet, Karamjeet, Kochhar, ZAMS, and Load Karma release Yan and Sharma from all claims related to the disputes among the Parties and their business relationships.
- All Parties waive California Civil Code Section 1542 (unknown claims).
- **Excluded from release:** (a) all obligations under this agreement; and (b) indemnification obligations under Section 4.

10. Other Terms

- Confidential — terms not to be disclosed except to attorneys, accountants, and as required by law.
- No admission of liability by any party.
- Singh Parties will cooperate with providing Yan/Sharma any tax documents (K-1s, returns) needed for prior years.
- California law governs. Prevailing party in any enforcement action recovers attorneys' fees.

NOTICE: *This proposed settlement agreement is preliminary and non-binding. It is intended to outline proposed terms for discussion among the parties and their respective legal counsel. A final, binding Settlement Agreement and Mutual Release will be prepared by the parties' attorneys and shall contain additional customary provisions including detailed representations, warranties, and other terms as counsel may advise.*

ACKNOWLEDGED AS PROPOSED TERMS:

Kelvin Yan

Date: _____

Vivek Sharma, Trustee of Sharma Family Trust

Date: _____

Jaspreet Singh

Date: _____

Karamjeet Singh

Date: _____

Gagandeep Kochhar

Date: _____

ENTITY SIGNATURES:

[Added per audit recommendation 3.5 — entity signature blocks to bind corporate/LLC parties]

ZAMS Financials, Inc.

By: Gagandeep Kochhar, Owner/Officer

Date: _____

The undersigned represents and warrants that they have full authority to execute this Agreement on behalf of the above-named entity.

Load Karma, Inc.

By: _____, Title: _____

Date: _____

The undersigned represents and warrants that they have full authority to execute this Agreement on behalf of the above-named entity.

Dialsight Technologies, Inc.

By: _____, Title: _____

Date: _____

The undersigned represents and warrants that they have full authority to execute this Agreement on behalf of the above-named entity.

Haven9377 LLC

By: _____, Title: Managing Member

Date: _____

The undersigned represents and warrants that they have full authority to execute this Agreement on behalf of the above-named entity.