

**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, the Grantee has been selected to participate in Quidient, LLC'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 agrees 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:	Tristan Charpentier
Date of Grant:	First day of full-time employment
Number of Equity Appreciation Units:	2,500
Profits Interest Threshold Amount of Reference Class C Unit:	\$72,250,000 Company Value (\$31.35 Unit Price)
Additional Vesting Conditions:	<p>Group A (500 Equity Appreciation Units) shall vest according to the Vesting Conditions in Schedule 1 hereto.</p> <p>Group B (500 Equity Appreciation Units) shall vest according to the Vesting Conditions in Schedule 1 hereto.</p> <p>Group C (500 Equity Appreciation Units) shall vest according to the Vesting Conditions in Schedule 1 hereto.</p> <p>Group D (500 Equity Appreciation Units) shall vest according to the Vesting Conditions in Schedule 1 hereto.</p> <p>Group E (500 Equity Appreciation Units) shall vest according to the Vesting Conditions in Schedule 1 hereto.</p> <p>This grant of Equity Appreciation Units is made on the understanding that Grantee wishes to become a Mission Track Associate. To remain on Mission Track, Associates are expected to work at least 52 hours per week on average (with occasional needs to far exceed that amount to support customer deliveries and other deadlines) and maintain reasonable availability for contact outside of core hours (typically via Teams), including evenings and weekends.</p> <p>To the extent (i) any Equity Appreciation Units subject to the foregoing Additional Vesting Conditions remain unvested upon a Qualifying Liquidity Event, (ii) Grantee is employed by Quidient upon the occurrence of such Qualifying Liquidity Event, and (iii) if applicable, (a) Grantee is terminated without Cause by Quidient or its</p>

successor or (b) Grantee terminates employment with Quidient or its successor for Good Reason, within the ninety (90) day period before consummation of the Qualifying Liquidity Event or within twelve (12) months following the consummation of the Qualifying Liquidity Event, any such unvested Equity Appreciation Units shall vest upon the occurrence of such termination. For purposes of the foregoing, "Good Reason" shall mean the occurrence of any of the following events without the Grantee's written consent: (x) a material diminution of the Grantee's title, authority, status, duties, or responsibilities; (y) any reduction in the Grantee's base salary; or (z) a material breach by Quidient or its successor of this Agreement.

Quidient shall provide Grantee notice of achievement of all Vesting Conditions for each Group.

All vesting shall immediately cease upon Grantee's termination of employment at Quidient.

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 do 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.

Quidient, LLC

By: Scott Ackerson
Title: CEO & President

AGREED AND ACCEPTED:



By: Tristan Charpentier
Date: 2025-01-31