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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM S-8  
REGISTRATION STATEMENT**  
*UNDER  
THE SECURITIES ACT OF 1933*

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**Blaize Holdings, Inc.**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**86-2708752**  
(I.R.S. Employer  
Identification No.)

**4659 Golden Foothill Parkway, Suite 206  
El Dorado Hills, CA 95762**  
(Address of principal executive offices) (Zip code)

**Blaize Holdings, Inc. 2025 Incentive Award Plan  
Blaize Holdings, Inc. 2025 Employee Stock Purchase Plan  
Blaize, Inc. Amended and Restated 2011 Stock Plan**  
(Full title of the plan)

**Harminder Sehmi  
Chief Financial Officer  
4659 Golden Foothill Parkway, Suite 206  
El Dorado Hills, CA 95762**  
(Name and address of agent for service)

**(916) 347-0050**  
(Telephone number, including area code, of agent for service)

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*Copies to:*

**Ryan J. Maierson  
Ryan J. Lynch  
Latham & Watkins LLP  
811 Main Street, Suite 3700  
Houston, TX 77002  
(713) 546-5400**

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer   
Non-accelerated filer

Accelerated filer   
Smaller reporting company   
Emerging growth company

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If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

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## EXPLANATORY NOTE

This Registration Statement on Form S-8 is being filed by Blaize Holdings, Inc. (the “Company” and the “Registrant”) for the purpose of registering (i) up to 24,953,044 shares of common stock of the Company, \$0.0001 par value per share (“Common Stock”), issuable under the Blaize, Inc. Amended and Restated 2011 Stock Plan (the “2011 Plan”), (ii) up to 30,500,000 shares of Common Stock issuable under the Blaize Holdings, Inc. 2025 Incentive Award Plan (the “2025 Plan”) (inclusive of (A) 7,111,228 shares of Common Stock that became issuable under the 2025 Plan on January 1, 2025 as a result of the operation of an annual automatic increase provision in the 2025 Plan, which provides that the total number of shares available for awards under the 2025 Plan will be increased on the first day of each calendar year (beginning with and including 2025 and ending with and including 2034), by an amount equal to the lesser of (x) 7% of the aggregate number of shares of Common Stock outstanding on December 31 of the immediately preceding calendar year and (y) such smaller number of shares of Common Stock as determined by the board of directors of the Company (the “Board”), and (B) 5,102,758 shares of Common Stock that may become available for issuance under the 2025 Plan if any awards under the 2025 Plan expire, lapse, are terminated, exchanged for or settled in cash, surrendered, repurchased, cancelled without having been fully exercised/settled or forfeited, in each case, which results in the Company acquiring the shares at a price not greater than the original purchase price paid or the shares subject to any such awards are withheld to satisfy applicable exercise or purchase price or tax withholding obligations) and (iii) up to 3,047,669 shares of Common Stock issuable under the Blaize Holdings, Inc. 2025 Employee Stock Purchase Plan (the “2025 ESPP” and together with the 2011 Plan and 2025 Plan, the “Plans”) (inclusive of 1,015,890 shares of Common Stock that became issuable under the 2025 ESPP on January 1, 2025 as a result of the operation of an annual increase provision in the 2025 ESPP, which provides that the total number of shares available for awards under the 2025 ESPP will be increased on the first day of each calendar year (beginning with and including 2025 and ending with and including 2034), by an amount equal to the lesser of (x) 1% of the aggregate number of shares of Common Stock outstanding on December 31 of the immediately preceding calendar year and (y) such smaller number of shares of Common Stock as determined by the Board).

On January 13, 2025, pursuant to that certain Agreement and Plan of Merger, dated as of December 22, 2023 (as amended on April 22, 2024, October 24, 2024 and November 21, 2024, the “Merger Agreement”), by and among the Company (formerly known as BurTech Acquisition Corp. or “BurTech”), BurTech Merger Sub, Inc., a direct, wholly owned subsidiary of BurTech (“Merger Sub”), Blaize, Inc. (“Legacy Blaize”), and for the limited purposes set forth therein, Burkhan Capital LLC, a Delaware limited liability company and affiliate of BurTech (“Burkhan”), Merger Sub merged with and into Legacy Blaize (the “Merger”), the separate corporate existence of Merger Sub ceased and Legacy Blaize survived as a wholly owned subsidiary of BurTech (collectively, the “Business Combination”). Following the closing of the Business Combination, BurTech changed its name from BurTech Acquisition Corp. to Blaize Holdings, Inc. The Registrant’s Common Stock commenced trading on the Nasdaq Global Stock Market under the symbol “BZAI” on January 14, 2025.

**PART I**  
**INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS**

The information called for by Part I of Form S-8 is omitted from this Registration Statement (the “Registration Statement”) in accordance with Rule 428 of the Securities Act of 1933, as amended (the “Securities Act”) and the instructions to Form S-8. In accordance with the rules and regulations of the Securities and Exchange Commission (the “Commission”) and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424. The documents containing the information specified in Part I of Form S-8 will be delivered to the participants in the Plans covered by this Registration Statement as specified by Rule 428(b)(1) under the Securities Act.

**PART II**  
**INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

*References in this Registration Statement to “we,” “us,” “our” and the “Company,” or similar references, refer to Blaize Holdings, Inc. (formerly known as BurTech Acquisition Corp.), unless otherwise stated or the context otherwise requires.*

**Item 3. Incorporation of Documents by Reference.**

The following documents, which have been filed by Blaize Holdings, Inc. or its predecessor, BurTech Acquisition Corp., with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”), are incorporated by reference in, and shall be deemed to be a part of, this Registration Statement:

(a) the Company’s Annual Report on Form 10-K for the year ended December 31, 2024, filed with the Commission on [April 15, 2025](#) (File No. 001-41139);

(b) the Company’s Current Reports on Form 8-K as filed with the Commission on [January 8, 2025](#), [January 13, 2025](#) and [January 17, 2025](#) (as amended by the Current Report on Form 8-K/A filed on [February 7, 2025](#) and [April 15, 2025](#)) (in each case excluding information furnished pursuant to Item 2.02 or 7.01) (File No. 001-41139);

(c) the description of the Company’s common stock contained in the Registrant’s registration statement on Form 8-A, filed with the SEC on [December 8, 2021](#), and any amendment or report filed with the SEC for the purpose of updating the description, including Exhibit 4.4 to the Annual Report on Form 10-K for the year ended December 31, 2024; and

(d) all other reports filed by the Registrant pursuant to Section 13(a) or 15(d) of the Exchange Act, since the end of the fiscal year covered by the document referred to in (a) above.

All reports and other documents filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date hereof and prior to the filing of a post-effective amendment, which indicates that all securities offered pursuant to this Registration Statement have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents or reports; *provided, however*, that documents or information deemed to have been furnished and not filed in accordance with the rules of the Commission shall not be deemed incorporated by reference into this Registration Statement.

For purposes of this Registration Statement, any document or any statement contained in a document incorporated or deemed to be incorporated herein by reference shall be deemed to be modified or superseded to the extent that a subsequently filed document or a statement contained therein, or in any other subsequently filed document which also is or is deemed to be incorporated by reference, modifies or supersedes such document or such statement in such document. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Under no circumstances shall any information furnished under Item 2.02 or 7.01 of Form 8-K be deemed incorporated herein by reference unless such Form 8-K expressly provides to the contrary.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

Not applicable.

**Item 6. Indemnification of Directors and Officers.**

Section 102 of the General Corporation Law of the State of Delaware (“DGCL”) permits a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. Our certificate of incorporation provides that no director of the Registrant shall be personally liable to it or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability, except to the extent that the DGCL prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty.

Section 145 of the DGCL provides that a corporation has the power to indemnify a director, officer, employee, or agent of the corporation, or a person serving at the request of the corporation for another corporation, partnership, joint venture, trust or other enterprise in related capacities against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with an action, suit or proceeding to which he was or is a party or is threatened to be made a party to any threatened, ending or completed action, suit or proceeding by reason of such position, if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Our certificate of incorporation provides that we will indemnify each person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of us) by reason of the fact that he or she is or was, or has agreed to become, a director or officer, or is or was serving, or has agreed to serve, at our request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to as an “Indemnitee”), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding and any appeal therefrom, if such Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, our best interests, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. Our certificate of incorporation provides that we will indemnify any Indemnitee who was or is a party to an action or suit by or in the right of us to procure a judgment in our favor by reason of the fact that the Indemnitee is or was, or has agreed to become, a director or officer, or is or was serving, or has agreed to serve, at our request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys’ fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, and any appeal therefrom, if the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, our best interests, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to us, unless a court determines that, despite such adjudication but in view of all of the circumstances, he or she is entitled to indemnification of such expenses. Notwithstanding the foregoing, to the extent that any Indemnitee has been successful, on the merits or otherwise, he or she will be indemnified by us against all expenses (including attorneys’ fees) actually and reasonably incurred in connection therewith. Expenses must be advanced to an Indemnitee under certain circumstances.

We have entered into indemnification agreements with each of our directors and officers. These indemnification agreements may require us, among other things, to indemnify our directors and officers for some expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by a director or officer in any action or proceeding arising out of his or her service as one of our directors or officers, or any of our subsidiaries or any other company or enterprise to which the person provides services at our request.

We maintain a general liability insurance policy that covers certain liabilities of directors and officers of our corporation arising out of claims based on acts or omissions in their capacities as directors or officers.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

The following documents are filed as exhibits to this Registration Statement:

<b>Exhibit Number</b>	<b>Description of Exhibit</b>
4.1	<a href="#">Third Amended and Restated Certificate of Incorporation of Blaize Holdings, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on January 17, 2025).</a>
4.2	<a href="#">Amended and Restated Bylaws of Blaize Holdings, Inc. (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed on January 17, 2025).</a>
5.1*	<a href="#">Opinion of Latham &amp; Watkins LLP.</a>
23.1*	<a href="#">Consent of UHY LLP.</a>
23.2*	<a href="#">Consent of Marcum LLP.</a>
23.3*	<a href="#">Consent of Latham &amp; Watkins LLP (included in Exhibit 5.1).</a>
24.1*	<a href="#">Powers of Attorney (included on the signature page of this Registration Statement).</a>
99.1	<a href="#">Blaize Holdings, Inc. 2025 Incentive Award Plan (incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K filed on January 17, 2025).</a>
99.2	<a href="#">Blaize Holdings, Inc. 2025 Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.6 to the Company's Current Report on Form 8-K filed on January 17, 2025).</a>
99.3*	<a href="#">Form of Global Restricted Stock Unit Grant Notice and Global Restricted Stock Unit Agreement under the Blaize Holdings, Inc. 2025 Incentive Award Plan.</a>
99.4	<a href="#">Blaize, Inc. Amended and Restated 2011 Stock Plan (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed on January 17, 2025).</a>
99.5	<a href="#">Form of Stock Option Grant Agreement (Installment Exercise) and Grant Notice under the Blaize, Inc. Amended and Restated 2011 Stock Plan (incorporated by reference to Exhibit 10.7 to the Company's Current Report on Form 8-K filed on January 17, 2025).</a>
99.6	<a href="#">Form of Stock Option Grant Agreement (Contingent Exercise) and Grant Notice under the Blaize, Inc. Amended and Restated 2011 Stock Plan (incorporated by reference to Exhibit 10.22 to the Company's Current Report on Form 8-K filed on January 17, 2025).</a>
99.7	<a href="#">Form of Restricted Stock Unit Grant Agreement and Grant Notice under the Blaize, Inc. Amended and Restated 2011 Stock Plan (incorporated by reference to Exhibit 10.8 to the Company's Current Report on Form 8-K filed on January 17, 2025).</a>
107*	<a href="#">Filing Fee Table.</a>

\* Filed herewith.

## Item 9. Undertakings.

(a) The undersigned Company hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

*provided, however*, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by or furnished to the Commission by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Company hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a director, officer or controlling person of the Company in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in El Dorado Hills, California, on May 12, 2025.

### BLAIZE HOLDINGS, INC.

By: /s/ Dinakar Munagala

Name: Dinakar Munagala

Title: Chief Executive Officer and Director

## SIGNATURES AND POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints each of Dinakar Munagala and Harminder Sehmi, acting alone or together with another attorney-in-fact, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in his or her name, place and stead, and in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully and to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities held on the dates indicated.

Signature	Title	Date
<u>/s/ Dinakar Munagala</u> Dinakar Munagala	Chief Executive Officer and Director (Principal Executive Officer)	May 12, 2025
<u>/s/ Harminder Sehmi</u> Harminder Sehmi	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	May 12, 2025
<u>/s/ Edward Frank</u> Edward Frank	Director	May 12, 2025
<u>/s/ Lane M. Bess</u> Lane M. Bess	Director	May 12, 2025
<u>/s/ Juergen Hambrecht</u> Juergen Hambrecht	Director	May 12, 2025
<u>/s/ Anthony Cannestra</u> Anthony Cannestra	Director	May 12, 2025
<u>/s/ George de Urioste</u> George de Urioste	Director	May 12, 2025
<u>/s/ Yoshiaki Fujimori</u> Yoshiaki Fujimori	Director	May 12, 2025

811 Main Street, Suite 3700  
 Houston, TX 77002  
 Tel: +1.713.546.5400 Fax: +1.713.546.5401  
 www.lw.com

**LATHAM & WATKINS** LLP

FIRM / AFFILIATE OFFICES

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Hamburg	Silicon Valley
Hong Kong	Singapore
Houston	Tel Aviv
London	Tokyo
Los Angeles	Washington, D.C.
Madrid	

May 12, 2025

Blaize Holdings, Inc.  
 4659 Golden Foothill Parkway, Suite 206  
 El Dorado Hills, CA 95762

Re: Registration Statement on Form S-8

To the addressee set forth above:

We have acted as special counsel to Blaize Holdings, Inc., a Delaware corporation (the “*Company*”), in connection with the proposed issuance by the Company of (i) up to 24,953,044 shares of common stock of the Company, \$0.0001 par value per share (the “*Shares*”), issuable under the Blaize, Inc. Amended and Restated 2011 Stock Plan (the “*2011 Plan*”), (ii) up to 30,500,000 Shares issuable under the Blaize Holdings, Inc. 2025 Incentive Award Plan (the “*2025 Plan*”) and (iii) up to 3,047,669 Shares issuable under the Blaize Holdings, Inc. 2025 Employee Stock Purchase Plan (together with the 2011 Plan and 2025 Plan, the “*Plans*”). The Shares are included in a registration statement on Form S-8 under the Securities Act of 1933, as amended (the “*Act*”), filed with the Securities and Exchange Commission (the “*Commission*”) on May 12, 2025 (the “*Registration Statement*”). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or related prospectus, other than as expressly stated herein with respect to the issuance of the Shares.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein as to the General Corporation Law of the State of Delaware and we express no opinion with respect to any other laws.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, when the Shares shall have been duly registered on the books of the transfer agent and registrar therefor in the name or on behalf of the purchasers, and have been issued by the Company for legal consideration in excess of par value in the circumstances contemplated by the Plans, assuming in each case that the individual grants or awards under the Plans are duly authorized by all necessary corporate action and duly granted or awarded and exercised in

**LATHAM & WATKINS** LLP

accordance with the requirements of law and the Plans (and the agreements and awards duly adopted thereunder and in accordance therewith), the issuance and sale of the Shares will have been duly authorized by all necessary corporate action of the Company, and the Shares will be validly issued, fully paid and nonassessable. In rendering the foregoing opinion, we have assumed that the Company will comply with all applicable notice requirements regarding uncertificated shares provided in the General Corporation Law of the State of Delaware.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Sincerely,

**/s/ Latham & Watkins LLP**

**INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT**

We hereby consent to the incorporation by reference in this Registration Statement of Blaize Holdings, Inc. (the "Company") on Form S-8 of our report dated March 11, 2025, which includes an explanatory paragraph as to Blaize, Inc. and Subsidiaries' ability to continue as a going concern, with respect to our audits of the consolidated financial statements of Blaize, Inc. and Subsidiaries as of December 31, 2024 and 2023 and for the years then ended.

/s/ UHY LLP

Melville, NY  
May 9, 2025

An Independent Member of Urbach Hacker Young International

**INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT**

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated April 14, 2025 relating to the financial statements appearing in the Annual Report on Form 10-K of Blaize Holdings, Inc. (formerly known as BurTech Acquisition Corp.) ("the Company") for the year ended December 31, 2024, which includes an explanatory paragraph as to the Company's ability to continue as a going concern referenced in this Registration Statement. On January 13, 2025, we were informed by the Company that we would be replaced by UHY following the completion of our audit for the year ended December 31, 2024, issued on April 14, 2025.

/s/ Marcum LLP

New York, NY

May 12, 2025

**BLAIZE HOLDINGS, INC.  
2025 INCENTIVE AWARD PLAN**

**GLOBAL RESTRICTED STOCK UNIT GRANT NOTICE**

Blaize Holdings, Inc., a Delaware corporation (the “*Company*”), has granted to the participant listed below (“*Participant*”) the Restricted Stock Units (the “*RSUs*”) described in this Restricted Stock Unit Grant Notice (this “*Grant Notice*”), subject to the terms and conditions of the Blaize Holdings, Inc. 2025 Incentive Award Plan (as amended from time to time, the “*Plan*”) and the Global Restricted Stock Unit Agreement attached hereto as **Exhibit A**, including any additional terms and conditions for Participant’s country set forth in the addendum attached thereto (the “*Addendum*”) and, together with the Grant Notice and the Global Restricted Stock Unit Agreement, the “*Agreement*”), both of which are incorporated into this Grant Notice by reference. Capitalized terms not specifically defined in this Grant Notice or the Agreement have the meanings given to them in the Plan.

**Participant:**

**Grant Date:**

**Number of RSUs:**

**Vesting Commencement Date:**

**Vesting Schedule:**

[To be specified]

By accepting (whether in writing, electronically or otherwise) the RSUs, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

**BLAIZE HOLDINGS, INC.**

**PARTICIPANT**

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

[Participant Name]

Title: \_\_\_\_\_

[Restricted Stock Unit Grant Notice]

## GLOBAL RESTRICTED STOCK UNIT AGREEMENT

Capitalized terms not specifically defined in this Global Restricted Stock Unit Agreement and the Addendum attached hereto shall have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

### ARTICLE I. GENERAL

1.1 Award of RSUs. The Company has granted the RSUs to Participant effective as of the grant date set forth in the Grant Notice (the “*Grant Date*”). Each RSU represents the right to receive one Share, as set forth in this Agreement. Participant will have no right to the distribution of any Shares until the time (if ever) the RSUs have vested.

1.2 Incorporation of Terms of Plan. The RSUs are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control, unless it is expressly specified in this Agreement or the Grant Notice that the specific provision of the Plan will not apply. For clarity, the foregoing sentence shall not limit the applicability of any additive language contained in this Agreement which provides supplemental or additional terms not inconsistent with the Plan. If the Addendum applies to Participant, in the event of a conflict between the terms of this Agreement or the Plan and the provisions in the Addendum, the terms and conditions in the Addendum shall control.

1.3 Unsecured Promise. The RSUs will at all times prior to settlement represent an unsecured Company obligation payable only from the Company’s general assets.

### ARTICLE II. VESTING; FORFEITURE AND SETTLEMENT

#### 2.1 Vesting; Non-transferability; Forfeiture.

(a) *General*. The RSUs will vest according to the vesting schedule in the Grant Notice.

(b) *Forfeiture*. Except as otherwise set forth in the Grant Notice, the Plan or this Agreement, and unless the Administrator otherwise determines, in the event of Participant’s Termination of Service for any reason, all unvested RSUs will immediately and automatically be cancelled and forfeited (after taking into consideration any accelerated vesting which may occur in connection with such Termination of Service, if any). For the avoidance of doubt, employment or other service during only a portion of the vesting period, but where Termination of Service has occurred prior to a vesting date, shall not entitle Participant to vest in a pro-rata portion of the RSUs.

#### 2.2 Settlement.

(a) RSUs that vest will be settled in Shares as soon as administratively practicable after the vesting of the applicable RSU, but in no event later than sixty (60) days following the date on which the applicable RSU vests.

(b) Notwithstanding the foregoing, the Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Law or an applicable provision of the Plan until the earliest date the Company reasonably determines the making of the payment will not cause such a violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)); *provided* the Company reasonably believes the delay will not result in the imposition of excise taxes under Section 409A.

**ARTICLE III.  
TAXATION AND TAX WITHHOLDING**

3.1 Representation. Participant represents to the Company that Participant has reviewed with Participant's own tax advisors the tax consequences of the RSUs and the transactions contemplated by the Grant Notice and this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

3.2 Responsibility for Taxes.

(a) Participant acknowledges that, regardless of any action taken by the Company or, if different, the Subsidiary which employs Participant or to which Participant otherwise renders services (the "Service Recipient"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable or deemed applicable to Participant ("Tax-Related Items") is and remains Participant's responsibility and may exceed the amount (if any) actually withheld by the Company or the Service Recipient. Participant further acknowledges that the Company and/or the Service Recipient (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs, or the subsequent sale of Shares acquired pursuant to the settlement of any RSUs; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Service Recipient may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) In connection with any relevant taxable or tax-withholding event, as applicable, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Service Recipient to satisfy Tax-Related Items. In this regard, Participant hereby authorizes the Company and/or the Service Recipient, or their respective agents, at their discretion, to satisfy any applicable withholding obligations for Tax-Related Items (as applicable) by one or a combination of the following methods: (i) requiring Participant to make a payment in a form acceptable to the Company; (ii) withholding from Participant's salary, wages or any other amounts payable to Participant; (iii) withholding from proceeds from the sale of Shares otherwise issuable upon settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization without further consent); or (iv) any other method of withholding determined by Administrator to be in compliance with Applicable Laws.

(c) The Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including the maximum rates applicable in Participant's jurisdiction(s). In the event of over-withholding, Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Shares) or, if not refunded, Participant may seek a refund from the local tax authorities. In the event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Service Recipient. If the obligations for Tax-Related Items in connection with the RSUs are satisfied by withholding Shares, for tax purposes, Participant will be deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares is held back solely for the purpose of satisfying the withholding obligations for the Tax-Related Items.

(d) The Company shall not be obligated to deliver any Shares to Participant unless and until Participant shall have paid or otherwise satisfied in full, the amount of any withholding obligation for Tax-Related Items resulting from the RSUs or the Shares subject to the RSUs.

**ARTICLE IV.  
OTHER PROVISIONS**

4.1 No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan or Participant's receipt, vesting or settlement of the RSUs, the Shares subject to the RSUs or the sale of such Shares. Participant is hereby advised to consult with Participant's own personal tax, legal and financial advisors regarding participation in the Plan and the RSUs before accepting the RSUs or otherwise taking any action related to the RSUs or the Plan.

4.2 Nature of the Grant. By accepting the RSUs, Participant acknowledges and agrees that:

- (a) the Plan is established voluntarily by the Company, is wholly discretionary in nature and may be modified, amended, suspended, or terminated by the Company at any time, to the extent permitted by the Plan;
- (b) the Plan is operated and the award of RSUs is granted solely by the Company and only the Company is a party to this Agreement; accordingly, any rights Participant may have under this Agreement may be raised only against the Company but not any Subsidiary (including, but not limited to, the Service Recipient);
- (c) no Subsidiary (including, but not limited to, the Service Recipient) has any obligation to make any payment of any kind to Participant under this Agreement;
- (d) the grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past;
- (e) all decisions with respect to future grants of restricted stock units or other grants, if any, will be at the sole discretion of the Company;
- (f) Participant is voluntarily participating in the Plan;
- (g) the RSUs and any Shares acquired under the Plan, and the income from and value of the same, are not intended to replace any pension rights or compensation;
- (h) the RSUs and any Shares acquired under the Plan, and the income from and value of the same, are not part of normal or expected compensation for any purposes, including but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments;
- (i) the future value of the Shares underlying the RSUs is unknown, indeterminable, and cannot be predicted with certainty;
- (j) no claim or entitlement to compensation or damages shall arise from forfeiture of any portion of the RSUs resulting from Participant's Termination of Service (for any reason whatsoever and regardless of whether or not later found to be invalid or in breach of Applicable Laws in the jurisdiction where Participant is providing service or the terms of Participant's employment or other service agreement, if any) and/or the application of any recoupment, recovery, or clawback policy otherwise required by Applicable Laws;
- (k) for purposes of the RSUs, Participant's Termination of Service will be deemed to occur as of the date Participant is no longer actively providing services to the Company, the Service Recipient or any other Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of his or her employment agreement, if any), and unless otherwise expressly determined by the Company, Participant's right to vest in the RSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., Participant's status as a Service Provider status will not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is employed or otherwise providing services or the terms of Participant's employment or service agreement, if any); the Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the RSUs (including whether Participant may still be considered to be providing services while on a leave of absence);
- (l) unless otherwise agreed with the Company in writing, the RSUs, the Shares subject to the RSUs, and the income from and value of the same, are not granted as consideration for, or in connection with, the service Participant may provide as a director of a Subsidiary or other affiliate;
- (m) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the RSUs, and/or any such other benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and
- (n) neither the Company nor any Subsidiary thereof shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. dollar that may affect the value of the RSUs or of any amounts due to Participant pursuant to the vesting of the RSUs or the subsequent sale of any Shares acquired upon settlement of the RSUs.

4.3 Adjustments. Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

4.4 Clawback. The RSUs and the Shares issuable pursuant to the RSUs shall be (a) subject to the Company's Policy for Recovery of Erroneously Awarded Compensation, as well as any other clawback or recoupment policy in effect on the Grant Date or that may be adopted or maintained by the Company following the Grant Date, and (b) subject to deduction, clawback or forfeiture to the extent required to comply with any recoupment requirement imposed under applicable laws, rules, regulations or stock exchange listing standards including the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder. In order to satisfy any recoupment obligations under the applicable clawback policy or otherwise under applicable laws, rules, regulations or stock exchange listing standards, among other things, Participant expressly and explicitly authorizes the Company to issue instructions, on Participant's behalf, to any brokerage firm or stock plan service provider engaged by the Company to hold Shares or other amounts acquired pursuant to the RSUs to reconvey, transfer or otherwise return such Shares and/or other amounts to the Company upon the Company's enforcement of the clawback policy or any other applicable recoupment obligation.

4.5 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's General Counsel at the Company's principal office or the General Counsel's then-current email address. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant (or, if Participant is then deceased, to the Designated Beneficiary) at Participant's last known mailing address or email address in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

4.6 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

4.7 Conformity to Applicable Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws. Notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon settlement of the RSUs prior to the completion of any registration or qualification of the Shares under any U.S. or non-U.S. federal, state or local securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any U.S. or non-U.S. federal, state or local governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. Participant understands that the Company is under no obligation to register or qualify the Shares with the SEC or any other securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without Participant's consent to the extent necessary to comply with Applicable Laws applicable to issuance of Shares.

4.8 Successors and Assigns. The Company may assign any of its rights under this Agreement to a single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in this Agreement or the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.9 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement and the RSUs will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.10 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof; provided, however, that this Agreement shall not modify (and shall be subject to the terms and conditions of) any employment, consulting and/or severance agreement between the Company or a Subsidiary or affiliate thereof and Participant in effect as of the date a determination is to be made under this Agreement.

4.11 Severability. If any portion of the Grant Notice or this Agreement or any action taken under the Grant Notice or this Agreement, in any case is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Grant Notice and/or this Agreement (as applicable), and the Grant Notice and/or this Agreement (as applicable) will be construed and enforced as if the illegal or invalid provisions had been excluded, and the illegal or invalid action will be null and void.

4.12 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to the RSUs, as and when settled pursuant to the terms of this Agreement.

4.13 Not a Contract of Employment or Service. Nothing in the Plan, the Grant Notice or this Agreement (including the Addendum) confers upon Participant any right to continue in the employ or service of the Company or any of its Subsidiaries or affiliates (including the Service Recipient) or interferes with or restricts in any way the rights of the Company, the Service Recipient and any other Subsidiaries and affiliates, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company, the Service Recipient or any other Subsidiary or affiliate (as applicable) and Participant.

4.14 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

4.15 Governing Law and Venue. The Grant Notice and this Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, disregarding any state's choice-of-law principles requiring the application of a jurisdiction's laws other than the State of Delaware. For purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of San Francisco County, or the federal courts for the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.

4.16 Addendum. Notwithstanding any provisions in this Agreement, if Participant performs services for the Company outside of the United States, the RSUs shall be subject to any additional terms and conditions set forth in the Addendum to this Agreement for Participant's country of residence. Moreover, if Participant relocates to one of the countries included in the Addendum, the additional terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Addendum constitutes part of this Agreement.

4.17 Language. Participant acknowledges that Participant is sufficiently proficient in English or has had an opportunity to consult with an advisor who is sufficiently proficient in the English language, and understands the content of the Grant Notice, the Agreement and other Plan materials. If Participant has received the Grant Notice or this Agreement or any other document related to the Plan and/or the RSUs translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise explicitly required by Applicable Laws.

4.18 Imposition of other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the RSUs, and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

4.19 Insider Trading/Market Abuse Laws. Depending on Participant's country or broker's country, or the country in which the Shares are listed, Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect Participant's ability to accept, acquire, sell or attempt to sell, or otherwise dispose of the Shares, rights to Shares (e.g., the RSUs) or rights linked to the value of Shares, during such times as Participant is considered to have "inside information" regarding the Company (as defined by Applicable Laws). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before possessing inside information. Furthermore, Participant may be prohibited from (i) disclosing insider information to any third party, including fellow Employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Participant acknowledges that it is Participant's responsibility to comply with any applicable restrictions, and Participant should speak to his or her personal advisor on this matter.

4.20 Foreign Asset/Account Reporting, Exchange Control and Tax Reporting. Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the acquisition, holding and/or transfer of Shares or cash (including dividends and the proceeds arising from the sale of Shares) derived from his or her participation in the Plan in, to and/or from a brokerage/bank account or legal entity located outside Participant's country. Applicable Laws may require that Participant report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in such country. Participant also may be required to repatriate sale proceeds or other funds received as a result of Participant's participation in the Plan to his or her country through a designated bank or broker within a certain time after receipt. Participant acknowledges that Participant is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting requirements and should consult his or her personal legal advisor on this matter.

## **ARTICLE V. DATA PRIVACY**

5.1 Data Collection and Usage. The Company and the Service Recipient may collect, process and use certain personal information about Participant, including, but not limited to, Participant's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all awards granted under the Plan or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"),

for the purposes of implementing, administering and managing the Plan. The legal basis, where required, for the processing of Data is Participant's consent.

5.2 Stock Plan Administration Service Providers. The Company transfers Data to Shareworks by Morgan Stanley and its affiliated companies, an independent service provider based in the United States, which is assisting the Company with the implementation, administration and management of the Plan, and any successor thereto. The Company may select a different service provider or additional service providers and share Data with such other provider serving in a similar manner. Participant may be asked to agree on separate terms and data processing practices with the service provider, with such agreement being a condition to the ability to participate in the Plan.

5.3 International Data Transfers. The Company and its service providers are based in the United States. Participant's country or jurisdiction may have different data privacy laws and protections than the United States. The Company's legal basis, where required, for the transfer of Data is Participant's consent.

5.4 Data Retention. The Company will hold and use the Data only as long as is necessary to implement, administer and manage Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including under tax, exchange control, security and labor laws. When the Company no longer needs Participant's Data, the Company will remove it from its systems. The Company may keep Data longer to satisfy legal or regulatory obligations, and the Company's legal basis would be compliance with the relevant laws or regulations.

5.5 Voluntaries and Consequences of Consent Denial or Withdrawal. Participation in the Plan is voluntary and Participant is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seek to revoke Participant's consent, Participant's compensation from or service with the Service Recipient will not be affected; the only consequence of refusing or withdrawing Participant's consent is that the Company would not be able to grant RSUs under the Plan or other equity awards to Participant or administer or maintain such awards.

5.6 Data Subject Rights. Participant may have a number of rights under data privacy laws in Participant's country. Depending on where Participant is based, Participant's rights may include the right to (a) request access to or copies of Data the Company processes, (b) rectification of incorrect Data, (c) deletion of Data, (d) restrictions on processing of Data, (e) restrictions on portability of Data, (f) lodge complaints with competent authorities in Participant's country, and/or (g) receive a list with the names and addresses of any potential recipients of Participant's Data. To receive clarification regarding Participant's rights or to exercise such rights, Participant should contact [stock-administration@blaize.com](mailto:stock-administration@blaize.com).

\* \* \* \* \*

## ADDENDUM

### **2025 INCENTIVE AWARD PLAN RESTRICTED STOCK UNIT AGREEMENT**

Capitalized terms used but not defined in this Addendum shall have the meanings assigned to them in the Global Restricted Stock Unit Grant Notice, the Global Restricted Stock Unit Agreement (the “*RSU Agreement*”) and the Plan.

#### ***Terms and Conditions***

This Addendum includes additional terms and conditions that govern the RSUs granted to Participant under the Plan if Participant resides and/or works in any of the countries listed below. If Participant is a citizen or resident of a country other than the one in which Participant is currently working and/or residing, transfers to another country after the grant date or is considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the additional terms and conditions contained herein apply to Participant.

#### ***Notifications***

This Addendum also includes information regarding exchange controls and certain other issues of which Participant should be aware with respect to Participant’s participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of April 2025. Such laws are often complex and change frequently, and results may be different based on the particular facts and circumstances. As a result, the Company strongly recommends that Participant not rely on the information contained herein as the only source of information relating to the consequences of Participant’s participation in the Plan because the information may be out of date at the time Participant vests in the RSUs, acquires Shares or sells Shares acquired under the Plan.

In addition, the information is general in nature and may not apply to Participant’s particular situation, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant should seek appropriate professional advice as to how the relevant laws in Participant’s country apply to Participant’s specific situation.

Finally, Participant understands that if Participant is a citizen or resident of a country other than the one in which Participant currently resides and/or works, transfers to another country after the grant date, or is considered a resident of another country for local law purposes, the notifications contained herein may not apply to Participant in the same manner.

## CANADA

#### ***Terms and Conditions***

Form of Delivery. Notwithstanding an discretion contained in the Plan, the RSUs will not be settled in cash or a combination of cash and Shares. The RSUs will be settled on in Shares.

Nature of Grant. The following provision replaces paragraph 4.2(k) of the RSU Agreement:

Addendum-1

For purposes of the RSUs, Participant's Termination of Service (for any reason whatsoever, whether or not later found to be invalid or in breach of any Applicable Laws in the jurisdiction where Participant is employed or the terms of Participant's employment or service agreement, if any), will be deemed to occur and Participant's right to vest in or otherwise benefit from the RSUs under the Plan, if any, will be measured as of the date that Participant is no longer actually providing services to the Company, the Service Recipient or a Subsidiary (the "**Termination Date**").

Unless explicitly required by applicable legislation, the Termination Date shall exclude and shall not be extended by any period during which notice, pay in lieu of notice or related payments or damages are provided or required to be provided under statute, contract, common/civil law or otherwise. For greater certainty, Participant will not earn or be entitled to any pro-rated vesting for that portion of time after the Termination Date, nor will Participant be entitled to any compensation for lost vesting.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting or other participation in the Plan during a statutory notice period, Participant acknowledges that Participant's right to vest in or otherwise benefit from the RSUs, if any, will terminate effective as of the last day of Participant's minimum statutory notice period but Participant will not earn or be entitled to pro-rated vesting or other participation if the vesting date falls after the end of the statutory notice period, nor will Participant be entitled to any compensation for lost vesting or other participation. For further clarity, any reference to a Participant's Termination of Service or date of termination under the Agreement or the Plan will be interpreted to mean the Termination Date.

### ***Notifications***

**Securities Law Information.** Participant is permitted to sell Shares acquired under the Plan through the designated broker appointed under the Plan, if any (or any other broker acceptable to the Company), provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed.

**Foreign Asset/Account Reporting Information.** Participant is required to report any foreign specified property, including Shares and rights to receive Shares (e.g., the RSUs), annually on a Form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds a certain threshold (currently, CAD 100,000) at any time during the year. Thus, the RSUs must be reported—generally at a nil cost—if the CAD 100,000 cost threshold is exceeded because of other foreign property. When Shares are acquired, their cost generally is the adjusted cost base ("**ACB**") of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if other Shares are also owned, this ACB may have to be averaged with the ACB of the other Shares. The Form T1135 generally must be filed by April 30 of the following year. Participant understands and agrees that Participant should consult with a personal legal advisor to ensure compliance with applicable reporting obligations.

## **CHILE**

### ***Notifications***

**Securities Law Information.** The offer of the RSUs constitutes a private offering in Chile effective as of the date of grant. The offer of RSUs is made subject to general ruling n° 336 of the Chilean Commission for the Financial Market ("CMF"). The offer refers to securities not registered at the securities registry or

at the foreign securities registry of the CMF, and, therefore, such securities are not subject to oversight of the CMF. Given that the RSUs are not registered in Chile, the Company is not required to provide public information about the RSUs or the Shares in Chile. Unless the RSUs and/or the Shares are registered with the CMF, a public offering of such securities cannot be made in Chile.

*Información bajo la Ley de Mercado de Valores. Esta oferta de Unidades de Acciones Restringidas (“RSU”) constituye una oferta privada in Chile y se inicia en la fecha de concesión. efectiva a partir de la Fecha de la Concesión. Esta oferta de RSU se acoge a las disposiciones de la Norma de carácter General N° 336 de la Comisión para el Mercado Financiero de Chile (“CMF”). Esta oferta versa sobre valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la CMF, por lo que tales valores no están sujetos a la fiscalización de ésta. Por tratarse las RSU de valores no registrados en Chile, no existe obligación por parte de la Compañía de entregar en Chile información pública respecto de esos valores. Las RSU no podrán ser objeto de oferta pública en Chile mientras no sean inscritas en el Registro de Valores correspondiente.*

**Exchange Control Information.** Participant may receive foreign currency abroad as a result of the acquisition of Shares and freely decide whether to repatriate such currency to Chile or keep it abroad. However, if Participant decides to repatriate proceeds from the sale of Shares and/or dividends and the amount of the proceeds to be repatriated exceeds USD 10,000, Participant acknowledges that Participant must effect such repatriation through the Formal Exchange Market (*i.e.*, a commercial bank or registered foreign exchange office).

**Foreign Asset/Account Reporting Information.** The Chilean Internal Revenue Service (“CIRS”) requires all taxpayers to provide information annually regarding (i) the results of investments held abroad, and (ii) any taxes paid abroad which taxpayers will use as a credit against Chilean income tax. The sworn statements disclosing this information (or *Formularios*) must be reported on Form 1929 and submitted electronically through the CIRS website ([www.sii.cl](http://www.sii.cl)) before July 1 of each year, depending on the assets and/or taxes being reported. If Participant fails to meet the above requirements, Participant may be ineligible to receive certain foreign tax credits. Given these requirements are subject to change, Participant should consult with a personal tax advisor to determine Participant’s reporting obligations to the CIRS.

## **GREECE**

There are no country-specific provisions.

## **INDIA**

### ***Notifications***

**Exchange Control Information.** Indian residents are required to repatriate to India any cash amounts received in connection with their participation in the Plan within such time period as is prescribed under applicable Indian exchange control laws, as may be amended from time to time (*e.g.*, currently, any proceeds from dividends paid on Shares must be repatriated to India within 180 days of receipt and any proceeds from the sale of Shares must be repatriated within 90 days of receipt). Upon repatriation, Indian residents should obtain a foreign inward remittance certificate (“**FIRC**”) from the bank where they deposit the foreign currency and should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Service Recipient requests proof of repatriation. Participant may also be required to provide information to the Company or the Service Recipient in India to facilitate their compliance with exchange control filing requirements in India. It is Participant’s responsibility to comply with applicable exchange control laws in India.

**Foreign Asset/Account Reporting Information.** Indian residents are required to declare the following items in their annual tax returns: (i) any foreign assets held by them (including Shares acquired under the Plan), and (ii) any foreign financial assets (including Shares held outside India). Indian residents are responsible for complying with any and all applicable exchange control and reporting laws in India and should consult with a personal tax advisors in this regard.

## **SAUDI ARABIA**

### ***Notifications***

**Securities Law Information.** The RSU Agreement and related Plan documents may not be distributed in Saudi Arabia except to such persons as are permitted under the Offers of Securities and Continuing Obligations issued by the Capital Market Authority. The Capital Market Authority does not make any representation as to the accuracy or completeness of the RSU Agreement, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of the RSU Agreement. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If the Participant does not understand the contents of the RSU Agreement, the Participant should consult an authorized financial adviser.

## **SOUTH KOREA**

### ***Notifications***

**Exchange Control Information.** If Participant sells Shares acquired under the Plan or receives cash dividends, Participant may be required to file a report with a Korean foreign exchange bank, if the proceeds are in excess of USD 5,000 (per transaction) and deposited into a non-Korean bank account. Participant acknowledges that Participant is solely responsible for complying with any applicable exchange control reporting obligations in Korea and understands that Participant should consult with a personal legal advisor to ensure compliance with any exchange control regulations applicable to any aspect of participation in the Plan.

**Foreign Asset/Account Reporting Information.** Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year. Korean residents should consult with a personal tax advisor to determine how to value their foreign accounts for purposes of this reporting requirement and whether they are required to file a report with respect to such accounts.

## **TAIWAN**

### ***Notifications***

**Securities Law Information.** The offer of participation in the Plan is available only for employees or service providers of the Company or any Subsidiary or affiliate of the Company. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Exchange Control Information. Participant may acquire and remit foreign currency (including proceeds from the sale of Shares acquired under the Plan) into Taiwan up to US\$10,000,000 per year. However, if the transaction amount is TWD500,000 or more in a single transaction, Participant must submit a Foreign Exchange Transaction Form and other supporting documentation to the satisfaction of the remitting bank.

## **UNITED ARAB EMIRATES**

### ***Notifications***

Securities Law Information. The RSUs are available only for select employees and service providers of the Company and its Subsidiaries and are in the nature of providing service provider incentives in the United Arab Emirates. The Agreement (including the Addendum), the Plan and other incidental communication materials are intended for distribution only to eligible service providers for the purposes of an employee incentive scheme, and must not be delivered to, or relied on, by any other person.

The Dubai Creative Clusters Authority, Emirates Securities and Commodities Authority and/or the Central Bank of the United Arab Emirates have no responsibility for reviewing or verifying any documents in connection with the RSUs. Further, neither the Ministry of Economy nor the Dubai Department of Economic Development have approved this Agreement nor taken steps to verify the information set out in it, and have no responsibility for it.

The securities to which this Agreement relate may be illiquid and/or subject to restrictions on their resale. Individuals should conduct their own due diligence on the securities.

Residents of the United Arab Emirates who do not understand or have questions regarding this Agreement (including the Addendum) or the Plan should consult an authorized financial adviser.

## **UNITED KINGDOM**

### ***Terms and Conditions***

Share Settlement of RSUs. Notwithstanding anything to the contrary in the Plan, the Grant Notice or the Global Restricted Stock Unit Grant, the RSUs shall be settled in Shares only, and not in cash.

Responsibility for Taxes. The following paragraphs supplement paragraph 3.2 of the RSU Agreement:

Without limitation to the Responsibility for Taxes section of the Agreement, Participant hereby agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Service Recipient or by HM Revenue & Customs (“**HMRC**”) (or any other tax authority or any other relevant authority). Participant also hereby agrees to indemnify and keep indemnified the Company and the Service Recipient against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on Participant’s behalf.

Notwithstanding the foregoing, if Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In such case, if the amount of any income tax due is not collected from or paid by Participant within ninety (90) days of the end of the UK tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income taxes may constitute a benefit to Participant on which

additional income tax and national insurance contributions (“NICs”) may be payable. Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying the Company or the Service Recipient, as applicable, for the value of any employee NICs due on this additional benefit, which the Company or the Service Recipient may collect from the Participant by any of the means referred to in paragraph 3.2 of the Agreement.

Joint Election for Transfer of Liability for Employer National Insurance Contributions. As a condition of the grant of RSUs under the Plan, Participant agrees to accept any liability for secondary Class 1 National Insurance contributions that may be payable by the Service Recipient, the Company or any Subsidiary or successor thereto (“**Employer NICs**”) in connection with the vesting of the RSUs or any other event giving rise to Tax-Related Items. Without prejudice to the foregoing, in accepting the terms of this Agreement, Participant agrees to the terms of a joint election with the Company / the Service Recipient, the form of such joint election having been approved formally by HMRC (“**Joint Election**”) and is attached below. In this respect, Participant agrees to accept the terms of or to execute such other joint elections, and any other required consent or election, as may be required between Participant and the Company, the Service Recipient, any successor to the Company, the Service Recipient, or Subsidiary of the Company with respect to the Employer NICs liability. Participant further agrees that the Company, the Service Recipient, or any Subsidiary may collect the Employer NICs from Participant by any of the means set forth in paragraph 3.2 of the Agreement or the Joint Election.

If Participant does not enter into a Joint Election prior to the vesting of the RSUs or any other event giving rise to Tax-Related Items, Participant will not be entitled to vest in the Restricted Stock Units and no Shares will be issued to Participant under the Plan, without any liability to the Company, the Service Recipient, or any Parent or Subsidiary.

**BLAIZE HOLDINGS, INC.  
2025 INCENTIVE AWARD PLAN**

**U.K. JOINT ELECTION**

**(NON-U.S. RSU HOLDERS IN THE UNITED KINGDOM ONLY)**

**Important Note on the Election to Transfer Employer NICs**

As a condition of participation in the Plan and the vesting of the award to acquire RSUs, you are required to enter into an Election to transfer to you any liability for employer's National Insurance Contributions ("NICs") that may arise in connection with your participation in the Plan.

By entering into the Election:

- you agree that any employer's NICs liability that may arise in connection with your participation in the Plan with respect to RSUs granted under the Plan will be transferred to you;
- you authorise your employer to recover an amount sufficient to cover this liability by such methods including, but not limited to, deductions from your salary or other payments due or the sale of sufficient Shares acquired pursuant to your RSUs; and
- you acknowledge that even if you have clicked to accept the RSUs where indicated, the Company or your employer may still require you to sign a paper copy of this Election (or a substantially similar form) if the Company determines such is necessary to give effect to the Election.

Please read the Election carefully.

Please print and keep a copy of the Election for your records.

**BLAIZE HOLDINGS, INC.  
2025 INCENTIVE AWARD PLAN**

**U.K. JOINT ELECTION**

**Election To Transfer the Employer's National Insurance Liability to the Employee**

**1. Parties**

This Election is between:

- (A) The individual who has gained authorized access to this Election (the “**Employee**”), who is employed by one of the employing companies listed in the attached schedule (the “**Employer**”) and who is eligible to receive and may have received restricted stock units (“**RSUs**”) pursuant to the terms and conditions of the Blaize Holdings, Inc. 2025 Incentive Award Plan, as amended from time to time (the “**Plan**”), and
- (B) Blaize Holdings, Inc. of 659 Golden Foothill Parkway, Suite 206, El Dorado Hills, CA 95762, United States of America (the “**Company**”), which may grant RSUs under the Plan and is entering into this Election on behalf of the Employer.

**2. Purpose of Election**

2.1 This Election relates to all RSUs granted to Employee under the Plan up to the termination date of the Plan.

2.2 In this Election the following words and phrases have the following meanings:

“**ITEPA**” means the Income Tax (Earnings and Pensions) Act 2003.

“**Relevant Employment Income**” from RSUs on which Employer’s National Insurance Contributions becomes due is defined as:

- (i) an amount that counts as employment income of the earner under section 426 ITEPA (restricted securities: charge on certain post-acquisition events);
- (ii) an amount that counts as employment income of the earner under section 438 of ITEPA (convertible securities: charge on certain post-acquisition events); or
- (iii) any gain that is treated as remuneration derived from the earner’s employment by virtue of section 4(4)(a) SSCBA, including without limitation:
  - (A) the acquisition of securities pursuant to the RSUs (within the meaning of section 477(3)(a) of ITEPA);

- (B) the assignment (if applicable) or release of the RSUs in return for consideration (within the meaning of section 477(3)(b) of ITEPA);
- (C) the receipt of a benefit in connection with the RSUs, other than a benefit within (i) or (ii) above (within the meaning of section 477(3)(c) of ITEPA).

“**SSCBA**” means the Social Security Contributions and Benefits Act 1992.

“**Taxable Event**” means any event giving rise to Relevant Employment Income.

- 2.3 This Election relates to the Employer’s secondary Class 1 National Insurance Contributions (the “**Employer’s Liability**”) which may arise in respect of Relevant Employment Income in respect of the RSUs pursuant to section 4(4)(a) and/or paragraph 3B(1A) of Schedule 1 of the SSCBA.
- 2.4 This Election does not apply in relation to any liability, or any part of any liability, arising as a result of regulations being given retrospective effect by virtue of section 4B(2) of either the SSCBA or the Social Security Contributions and Benefits (Northern Ireland) Act 1992.
- 2.5 This Election does not apply to the extent that it relates to relevant employment income which is employment income of the earner by virtue of Chapter 3A of Part VII of ITEPA (employment income: securities with artificially depressed market value).
- 2.6 Any reference to the Company and/or the Employer shall include that entity’s successors in title and assigns as permitted in accordance with the terms of the Plan and the Agreement. This Election will have effect in respect of the RSUs and any awards which replace the RSUs following their grant in circumstances where section 483 of ITEPA applies.

### 3. **Election**

The Employee and the Company jointly elect that the entire liability of the Employer to pay the Employer’s Liability that arises on any Relevant Employment Income is hereby transferred to the Employee. The Employee understands that by electronically accepting or by signing this Election, or by accepting the RSUs, he or she will become personally liable for the Employer’s Liability covered by this Election. This Election is made in accordance with paragraph 3B(1) of Schedule 1 to SSCBA.

### 4. **Payment of the Employer’s Liability**

- 4.1 The Employee hereby authorizes the Company and/or the Employer to collect the Employer’s Liability in respect of any Relevant Employment Income from the Employee at any time after the Taxable Event:
  - (i) by deduction from salary or any other payment payable to the Employee at any time on or after the date of the Taxable Event; and/or

- (ii) directly from the Employee by payment in cash or cleared funds; and/or
  - (iii) by arranging, on behalf of the Employee, for the sale of some of the securities which the Employee is entitled to receive in respect of the RSUs; and/or
  - (iv) where the proceeds of the gain are to be paid through a third party, by that party withholding an amount from the payment or selling some of the securities which the Employee is entitled to receive in respect of the RSUs; and/or
  - (v) by any other means specified in the applicable RSU Agreement.
- 4.2 The Company hereby reserves for itself and the Employer the right to withhold the transfer of any securities in respect of the RSUs to the Employee until full payment of the Employer's Liability is received.
- 4.3 The Company agrees to procure the remittance by the Employer of the Employer's Liability to HM Revenue and Customs on behalf of the Employee within 14 days after the end of the UK tax month during which the Taxable Event occurs (or within 17 days after the end of the UK tax month during which the Taxable Event occurs, if payments are made electronically).

**5. Duration of Election**

- 5.1 The Employee and the Company agree to be bound by the terms of this Election regardless of whether the Employee is transferred abroad or is not employed by the Employer on the date on which the Employer's Liability becomes due.
- 5.2 This Election will continue in effect until the earliest of the following:
- (i) the Employee and the Company agree in writing that it should cease to have effect;
  - (ii) on the date the Company serves written notice on the Employee terminating its effect;
  - (iii) on the date HM Revenue and Customs withdraws approval of this Election; or
  - (iv) after due payment of the Employer's Liability in respect of the entirety of the RSUs to which this Election relates or could relate, such that the Election ceases to have effect in accordance with its terms.
- 5.3 This Election will continue in full force regardless of whether the Employee ceases to be an employee of the Employer.

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**Acceptance by the Employee**

The Employee acknowledges that, by clicking on the ["ACCEPT"] box, the Employee agrees to be bound by the terms of this Election.

**Acceptance by the Company**

**The Company acknowledges that, by signing this Election or arranging for the scanned signature of an authorised representative to appear on this Election, the Company agrees to be bound by the terms of this Election.**

BLAIZE HOLDINGS, INC.

By: Harminder Sehmi

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## Schedule of Employer Companies

The following Employer(s) shall be covered by the Joint Election:

### **Blaize U.K. LTD**

<b>Registered Office Address:</b>	6th Floor One London Wall, London, United Kingdom, EC2Y 5EB
<b>Corporation Tax Reference:</b>	4102716928
<b>Company Registration Number:</b>	11388261
<b>PAYE Reference Number:</b>	475/MB82536

## Calculation of Filing Fee Tables

Form S-8  
(Form Type)Blaize Holdings, Inc.  
(Exact Name of Registrant as Specified in its Charter)

Table 1—Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount to be Registered <sup>(1)</sup>	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common stock, \$0.0001 par value per share, issuable under the Blaize, Inc. Amended and Restated 2011 Stock Plan	Rule 457(c) and Rule 457(h)	24,953,044 <sup>(2)</sup>	\$1.27 <sup>(3)</sup>	\$31,690,366.00	\$0.0001531	\$4,852.00
Equity	Common stock, \$0.0001 par value per share, reserved for future issuance under the Registrant's 2025 Incentive Award Plan	Rule 457(c) and Rule 457(h)	30,500,000 <sup>(4)</sup>	\$2.46 <sup>(5)</sup>	\$75,030,000.00	\$0.0001531	\$11,488.00
Equity	Common stock, \$0.0001 par value per share, reserved for future issuance under the Registrant's 2025 Employee Stock Purchase Plan	Rule 457(c) and Rule 457(h)	3,047,669 <sup>(6)</sup>	\$2.09 <sup>(7)</sup>	\$6,372,676.00	\$0.0001531	\$976.00
<b>Total Offering Amounts</b>					\$113,093,042.00		\$17,316.00
<b>Total Fee Offsets<sup>(8)</sup></b>							\$ —
<b>Net Fee Due</b>							\$17,316.00

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement shall also cover any additional shares of Blaize Holding, Inc.'s (the "Registrant") common stock that become issuable under the Blaize Holdings, Inc. 2025 Incentive Award Plan (the "2025 Plan"), the Blaize Holdings, Inc. 2025 Employee Stock Purchase Plan (the "2025 ESPP") and the Blaize, Inc. Amended and Restated 2011 Stock Plan (the "2011 Plan") by reason of any stock dividend, stock split, recapitalization or similar transaction effected without the Registrant's receipt of consideration which would increase the number of outstanding shares of common stock.
- (2) Represents shares of common stock issuable upon the exercise of stock options and/or settlement of restricted stock units, in each case, granted under the 2011 Plan.
- (3) Estimated solely for purposes of calculating the registration fee in accordance with Rule 457(h) under the Securities Act. The proposed maximum offering price per share and the proposed maximum aggregate offering price are based upon \$1.27, which is the weighted-average exercise price for stock options outstanding under the 2011 Plan as of May 7, 2025.
- (4) Represents 30,500,000 shares of common stock reserved for future issuance under the 2025 Plan, inclusive of 7,111,228 shares of common stock that became issuable under the 2025 Plan on January 1, 2025 as a result of the operation of an annual automatic increase provision in the 2025 Plan.
- (5) Estimated in accordance with Rule 457(h) solely for the purpose of calculating the registration fee on the basis of \$2.46 per share, which is the average of the high and low prices of the Registrant's common stock on May 9, 2025, as reported on the Nasdaq Global Market.
- (6) Represents 3,047,669 shares of common stock reserved for future issuance under the 2025 ESPP (inclusive of 1,015,890 shares of common stock that became issuable under the 2025 ESPP on January 1, 2025 as a result of the operation of an annual increase provision in the 2025 ESPP).
- (7) Estimated solely for the purpose of calculating the registration in accordance with Rule 457(h) under the Securities Act. The proposed maximum offering price per share and the proposed maximum aggregate offering price are based upon \$2.09 per share, which is the average of the high and low prices of the Registrant's common stock on May 9, 2025, as reported on the Nasdaq Global Market, multiplied by 85%, which reflects the discount to the purchase price applicable to purchases under the 2025 ESPP.
- (8) The Registrant does not have any fee offsets.