

NAVIFLOOR 2023 EMPLOYEE STOCK OPTION PLAN

NAVIFLOOR ROBOTICS, INC.

2023 EMPLOYEE STOCK OPTION PLAN

Adopted by the Board of Directors: September 15, 2023

Approved by the Stockholders: October 1, 2023

1. PURPOSE

The NaviFloor Robotics, Inc. 2023 Employee Stock Option Plan (the "Plan") established to provide equity-based incentives to key employees of NaviFloor

Robotics, Inc. (the "Company") and its subsidiaries. The Plan aims to attract and retain exceptional talent in the robotics and automation industry while aligning employee interests with stockholder value creation.

2. DEFINITIONS

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

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2. "Committee" means the Compensation Committee of the Board.

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3. "Common Stock" means the Company's Common Stock, par value \$0.001

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4. "Fair Market Value" means, as of any date, the value of Common Stock d

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5. "Option" means a stock option granted pursuant to the Plan.

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6. "Participant" means an employee who holds an outstanding Option.

3. ADMINISTRATION

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1. The Plan shall be administered by the Committee, which shall have full po

(a) Select eligible employees to receive Options

(b) Determine the terms and conditions of Options

(c) Interpret the Plan and Option agreements

(d) Adopt rules for Plan administration

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2. All decisions by the Committee shall be final and binding on all parties.

4. STOCK SUBJECT TO PLAN

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1. Share Reserve. The maximum aggregate number of shares issuable under

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2. Share Counting. If an Option expires or becomes unexercisable, the shares

5. ELIGIBILITY AND OPTION GRANTS

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1. Eligible Participants. Regular full-time employees of the Company and its

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2. Grant Guidelines. Options shall be granted based on:

- (a) Level of responsibility
- (b) Performance and potential
- (c) Competitive market practices
- (d) Retention objectives

6. TERMS OF OPTIONS

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1. Exercise Price. The exercise price shall not be less than 100% of Fair Market Value.

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2. Vesting Schedule. Unless otherwise specified:

- (a) 25% vests on first anniversary of grant
- (b) Remaining 75% vests in equal monthly installments over next 36 months
- (c) Full acceleration upon Change in Control

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3. Term. Options expire on the earlier of:

- (a) 10 years from grant date
- (b) 90 days after employment termination
- (c) 12 months after death or disability

7. EXERCISE OF OPTIONS

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1. Notice and Payment. Options may be exercised by written notice accompanied by:

- (a) Cash or check
- (b) Broker-assisted cashless exercise
- (c) Net exercise
- (d) Other methods approved by the Committee

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2. Withholding. The Company may require tax withholding in cash or shares

8. ADJUSTMENTS

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1. The Committee shall make appropriate adjustments to:

(a) Number of shares reserved

(b) Exercise prices

(c) Other terms as needed for stock splits, mergers, etc.

9. AMENDMENT AND TERMINATION

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1. The Board may amend or terminate the Plan at any time, subject to stockh

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2. No amendment shall materially impair existing Option rights without Part

10. GENERAL PROVISIONS

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1. Compliance with Laws. The Plan and all Options shall comply with applic

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2. No Employment Rights. The Plan does not confer any right to continued e

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3. Governing Law. The Plan shall be governed by Delaware law.

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4. Term. The Plan shall terminate on September 15, 2033, unless earlier term

11. EXECUTION

IN WITNESS WHEREOF, NaviFloor Robotics, Inc. has adopted this Plan as of the date first written above.

NAVIFLOOR ROBOTICS, INC.

By: _

Dr. Sarah Chen

Chief Executive Officer

ATTEST:

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James Wilson

Chief Financial Officer

