

SERIES B STOCK PURCHASE AGREEMENT

SERIES B PREFERRED STOCK PURCHASE AGREEMENT

THIS SERIES B PREFERRED STOCK PURCHASE AGREEMENT (this "Agreement") was entered into as of March 15, 2024, by and among POLAR DYNAMICS ROBOTICS, a Delaware corporation (the "Company"), and the investors listed on Exhibit A attached hereto (each a "Purchaser" and collectively, the "Purchasers").

RECITALS

WHEREAS, the Company has authorized the sale and issuance of up to 4,500 shares of its Series B Preferred Stock, \$0.001 par value per share (the "Series B Preferred Stock");

B Preferred");

WHEREAS, the Company desires to issue and sell the Series B Preferred to Purchasers pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Purchasers desire to purchase the Series B Preferred on the and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, and conditions set forth in this Agreement, the parties hereby agree as follows:

1. PURCHASE AND SALE OF SERIES B PREFERRED

1.1 Sale and Issuance of Series B Preferred Stock

Subject to the terms and conditions of this Agreement, each Purchaser agrees

purchase²at the Closing, and the Company agrees to sell and issue to each Purchaser at the Closing, that number of shares of Series B Preferred set forth opposite such Purchaser's name on Exhibit A, at a purchase price of \$11.50 per share (the "Purchase Price").

1.2 Closing

The purchase and sale of the Series B Preferred shall take place at the offices of Frost & Sterling LLP, 555 Technology Square, Boston, Massachusetts, at a.m., on March 20, 2024, or at such other time and place as the Company and Purchasers mutually agree upon (which time and place are designated as the "Closing").

2. REPRESENTATIONS AND WARRANTIES OF THE

The Company hereby represents and warrants to each Purchaser that:

2.1 Organization and Corporate Power

The Company is a corporation duly organized, validly existing, and in good standing under the laws of Delaware, with all requisite corporate power and authority to own, lease, and operate its properties and assets and to carry on its business as presently conducted.

2.2 Capitalization

The authorized capital stock of the Company consists of 25,000,000 shares of Common Stock, of which 8,750,000 shares are issued and outstanding, and 12,000,000 shares of Preferred Stock, of which 3,500,000 shares have been designated Series A Preferred Stock and 4,500,000 shares have been designated Series B Preferred Stock.

2.3 Authorization

All corporate action on the part of the Company necessary for the authorization

execution, and delivery of this Agreement, the performance of all obligations of the Company hereunder, and the authorization, issuance, and delivery of the Series B Preferred has been taken or will be taken prior to the Closing.

3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Each Purchaser hereby represents and warrants to the Company that:

3.1 Investment Experience

Such Purchaser is an accredited investor within the meaning of Regulation D promulgated under the Securities Act and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment.

3.2 Purchase for Own Account

Such Purchaser is acquiring the Series B Preferred for investment for its own account, not as a nominee or agent, and not with a view to the resale or distribution thereof.

4. CONDITIONS TO CLOSING

4.1 Conditions to Purchasers' Obligations

The obligations of each Purchaser under Section 1 of this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions:

- (a) The representations and warranties of the Company contained in Section 1 shall be true and correct on and as of the Closing.
- (b) The Company shall have performed and complied with all agreements and conditions contained in this Agreement required to be performed or complied with by it on or before the Closing.

4.2 Conditions to Company's Obligations

The obligations of the Company under Section 1 of this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions:

(a) The representations and warranties of the Purchasers contained in Section 1 shall be true and correct on and as of the Closing.

(b) The Purchasers shall have performed and complied with all agreements and conditions contained in this Agreement required to be performed or complied with by them on or before the Closing.

5. MISCELLANEOUS

5.1 Survival of Warranties

The warranties, representations, and covenants of the Company and the Purchasers

contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing.

5.2 Governing Law

This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to conflicts of law principles.

5.3 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Series B Preferred Purchase Agreement as of the date first written above.

COMPANY:

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Dr. Elena Frost

Title: Chief Executive Officer

PURCHASERS:

[Signature pages to follow]

EXHIBIT A

SCHEDULE OF PURCHASERS

[Schedule of purchasers with share amounts and purchase price to be attached]

