

FOUNDER STOCK PURCHASE AGREEMENTS (4) - MARCH 2018

FOUNDER STOCK PURCHASE AGREEMENT

THIS FOUNDER STOCK PURCHASE AGREEMENT (this "Agreement")
2018, by and between NAVIFLOOR ROBOTICS, INC., a Delaware corporation
"Company"), and the individual founders listed on Schedule A attached hereto
(each, a "Founder" and collectively, the "Founders").

RECITALS

WHEREAS, the Company desires to issue and sell to the Founders, and the Founders
desire to purchase from the Company, shares of the Company's Common Stock;

\$0.0001 par value per share (the "Common Stock"), on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties hereby agree as follows:

1. PURCHASE AND SALE OF COMMON STOCK

1.1 Sale and Issuance of Common Stock

Subject to the terms and conditions of this Agreement, each Founder agrees to purchase, and the Company agrees to sell and issue to each Founder, the number of shares of Common Stock set forth opposite such Founder's name on Schedule (the "Shares") at a purchase price of \$0.0001 per share (the "Purchase Price").

1.2 Closing

The purchase and sale of the Shares shall take place at the offices of Wilson Sonsini Goodrich & Rosati, P.C., 650 Page Mill Road, Palo Alto, CA 94304, on or before March 15, 2018, or at such other time and place as the Company and the Founders mutually agree upon (the "Closing").

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to each Founder that:

2.1 Organization and Good Standing

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

2.2 Authorization

All corporate action required to be taken by the Company's Board of Directors and stockholders in order to authorize the Company to enter into this Agreement and to issue the Shares has been taken. This Agreement constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms.

3. REPRESENTATIONS AND WARRANTIES OF THE

Each Founder hereby represents and warrants to the Company that:

3.1 Purchase Entirely for Own Account

The Shares to be acquired by the Founder will be acquired for investment for the Founder's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof.

3.2 Access to Information

The Founder has had an opportunity to discuss the Company's business, management, financial affairs, and the terms and conditions of the offering of the Shares with the Company's management.

4. RESTRICTIONS ON TRANSFER

4.1 Transfer Restrictions

Each Founder hereby agrees not to sell, assign, transfer, pledge, hypothecate, or otherwise dispose of any interest in the Shares except in compliance with:

- (a) The provisions of Section 5 below ("Right of First Refusal");
- (b) The provisions of Section 6 below ("Co-Sale Right"); and
- (c) Applicable federal and state securities laws.

4.2 Restrictive Legend

Each certificate representing Shares shall be stamped or otherwise imprinted with legends substantially in the following form:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ACQUIRED NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION

5. RIGHT OF FIRST REFUSAL

5.1 Notice of Proposed Transfer

Each Founder agrees that such Founder will not sell, assign, transfer, pledge, or otherwise dispose of any Shares unless such Founder first provides written notice to the Company describing the proposed transfer.

5.2 Company's Right of First Refusal

The Company shall have the right, within 30 days after receipt of the transfer notice, to purchase all or any part of the Shares at the price and on the terms set forth in such transfer notice.

6. CO-SALE RIGHT

6.1 Right of Co-Sale

If any Founder proposes to sell any Shares and the Company does not exercise its right of first refusal, the other Founders shall have the right to participate in such sale on a pro rata basis.

7. VESTING OF SHARES

7.1 Vesting Schedule

The Shares shall vest over a four-year period, with 25% of the Shares vesting

the one-year anniversary of March 15, 2018 (the "Vesting Commencement Date") and the remaining Shares vesting in equal monthly installments over the following 36 months.

7.2 Acceleration Upon Change of Control

In the event of a Change of Control (as defined in the Company's 2018 Stock Plan), 100% of any unvested Shares shall immediately vest.

8. MISCELLANEOUS

8.1 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Delaware.

8.2 Successors and Assigns

The terms and conditions of this Agreement shall inure to the benefit of and binding upon the respective successors and assigns of the parties.

8.3 Counterparts

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

IN WITNESS WHEREOF, the parties have executed this Founder Stock Purchase Agreement as of the date first written above.

COMPANY:

NAVIFLOOR ROBOTICS, INC.

By: _

Name: Dr. Sarah Chen

Title: Chief Executive Officer

FOUNDERS:

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Dr. Sarah Chen

—

Marcus Depth

—

Dr. Elena Kovacs

—

Richard Torres

SCHEDULE A

Allocation of Shares

-

Dr. Sarah Chen: 3,000,000 shares

-

Marcus Depth: 3,000,000 shares

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Dr. Elena Kovacs: 2,000,000 shares

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Richard Torres: 2,000,000 shares

Total: 10,000,000 shares

