

STOCKHOLDER AGREEMENT

THIS STOCKHOLDER AGREEMENT (this "Agreement") is made and entered into as of March 15, 2024, by and among POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation (the "Company"), ANDREESSEN HOROWITZ, a Delaware limited liability company ("Lead Investor"), and the stockholders listed on Exhibit A hereto (collectively, the "Stockholders").

RECITALS

WHEREAS, the Company has completed a Series C financing led by Lead Investor;

WHEREAS, as a condition to Lead Investor's investment in the Company, the parties desire to enter into this Agreement to govern certain rights and obligations of the Stockholders with respect to the Company's capital stock;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS

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

2 "Common Stock" means the Company's Common Stock, par value \$0.001 per share.

3 "Preferred Stock" means the Company's Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock.

4 "Securities" means any Common Stock, Preferred Stock, or other securities of the Company.

2. BOARD COMPOSITION

1 Size of Board. The Board shall consist of seven (7) directors.

2 Board Composition. The Board shall include:

- (a) Two (2) directors designated by Lead Investor;
- (b) One (1) director designated by the Series B investors collectively;
- (c) Two (2) directors who are Company founders;
- (d) One (1) independent director mutually agreed upon by the Board; and

(e) The Company's CEO.

3. TRANSFER RESTRICTIONS

1 Right of First Refusal. Before any Stockholder may transfer any Securities, such Stockholder shall first give written notice to the Company and Lead Investor, who shall have the right to purchase such Securities on the same terms.

2 Co-Sale Rights. If any Founder proposes to transfer Securities representing more than 5% of the Company's outstanding shares, other Stockholders shall have the right to participate in such sale on a pro-rata basis.

3 Drag-Along Rights. If holders of at least 66% of the Preferred Stock approve a Sale of the Company, all Stockholders shall be required to participate in such transaction.

4. INFORMATION RIGHTS

1 Financial Statements. The Company shall provide to Lead Investor:

- (a) Audited annual financial statements within 90 days of fiscal year end;
- (b) Unaudited quarterly financial statements within 45 days of quarter end;
- (c) Monthly management reports within 30 days of month end.

2 Inspection Rights. Lead Investor shall have reasonable access to inspect the Company's facilities, books, and records upon reasonable notice.

5. PROTECTIVE PROVISIONS

1 Major Corporate Actions. The Company shall not, without approval of holders of at least 66% of the Preferred Stock:

- (a) Amend the Certificate of Incorporation;
- (b) Create or authorize new securities senior to existing Preferred Stock;
- (c) Increase or decrease authorized shares of any class;
- (d) Declare or pay dividends;
- (e) Enter into any merger, acquisition, or sale of the Company;
- (f) Incur debt exceeding \$5,000,000.

6. REGISTRATION RIGHTS

1 Demand Registration. Holders of at least 30% of the Registrable Securities may demand that the Company file a registration statement.

2 Piggyback Registration. Stockholders shall have the right to include their shares in any Company registration statement.

7. CONFIDENTIALITY

1 Each Stockholder agrees to keep confidential all non-public information regarding the Company obtained pursuant to this Agreement.

8. MISCELLANEOUS

1 Term. This Agreement shall terminate upon:

- (a) Written consent of holders of 66% of the Securities;
- (b) Completion of a Qualified IPO; or
- (c) Sale of the Company.

2 Governing Law. This Agreement shall be governed by Delaware law.

3 Amendments. This Agreement may be amended only with written consent of the Company and holders of 66% of the Securities.

4 Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

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

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Dr. Elena Frost

Title: Chief Executive Officer

ANDREESSEN HOROWITZ

By: _

Name: [Partner Name]

Title: General Partner

[STOCKHOLDER SIGNATURE PAGES FOLLOW]

EXHIBIT A

List of Stockholders

[List to be attached]