

## **SERIES A VOTING AGREEMENT - JULY 2019**

### **SERIES A PREFERRED STOCK VOTING AGREEMENT**

THIS SERIES A PREFERRED STOCK VOTING AGREEMENT (this "Agreement") was entered into as of July 15, 2019, by and among NAVIFLOOR ROBOTICS, INC., a Delaware corporation (the "Company"), the holders of Series A Preferred Stock of the Company listed on Exhibit A hereto (the "Investors"), and the holders of Common Stock listed on Exhibit B hereto (the "Key Holders").

### **RECITALS**

WHEREAS, concurrently with the execution of this Agreement, the Company

Investors are entering into a Series A Preferred Stock Purchase Agreement (the "Purchase Agreement") providing for the sale of shares of the Company's Series A Preferred Stock;

WHEREAS, the Key Holders are the beneficial owners of shares of Common

WHEREAS, the parties believe that it is in the best interests of the Company and the stockholders to provide for the future conduct of the Company's business affairs; and

WHEREAS, the parties desire to provide for certain rights and obligations in connection with the voting of shares of the Company's capital stock.

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

## **1. VOTING PROVISIONS**

### **1.1 Size of Board**

The parties shall vote their shares to ensure that the size of the Board shall be set at seven (7) directors.

### **1.2 Board Composition**

Each party agrees to vote all shares of voting securities of the Company now and hereafter owned by such party to ensure the election of:

- (a) Two (2) directors designated by Autonomy Ventures III, LP, as the lead Series A Investor;
- (b) Three (3) directors designated by the holders of a majority of Common Stock who shall initially be Dr. Sarah Chen, Marcus Depth, and Richard Torres;
- (c) One (1) independent director mutually agreed upon by the Board; and

(d) One (1) director who shall be the then-current Chief Executive Officer of the Company.

### **1.3 Removal of Directors**

Any director may be removed for cause by the affirmative vote of a majority of the shares of voting stock. Any director elected pursuant to Section 1.2 may be removed without cause only by the party or parties entitled to designate such director pursuant to Section 1.2.

## **2. DRAG-ALONG RIGHTS**

### **2.1 Actions to be Taken**

In the event that (i) the Board and (ii) the holders of at least sixty-six and two-thirds percent (66 2/3%) of the outstanding shares of Common Stock and Preferred Stock (voting together as a single class on an as-converted basis)

approve a Sale of the Company or an IPO, then each stockholder hereby agrees to vote all shares in favor of such transaction.

## **2.2 Exceptions**

Notwithstanding the foregoing, a stockholder will not be required to comply with Section 2.1 unless the liability for indemnification, if any, is pro rata with the proceeds received.

## **3. REMEDIES**

### **3.1 Irrevocable Proxy**

Each party hereby constitutes and appoints as its proxy and hereby grants a power of attorney to the Chief Executive Officer of the Company, with respect to the matters set forth herein.

### **3.2 Specific Enforcement**

It is agreed and understood that monetary damages would not adequately compensate for any breach of this Agreement. Accordingly, the parties hereto agree that any party may enforce the provisions of this Agreement by specific performance.

## **4. TERM**

### **4.1 Term**

This Agreement shall continue in full force and effect from the date hereof until the earliest of:

- (a) The consummation of a Qualified IPO;
- (b) The consummation of a Sale of the Company; or
- (c) The tenth anniversary of this Agreement.

## **5. MISCELLANEOUS**

### **5.1 Successors and Assigns**

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

### **5.2 Governing Law**

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

### **5.3 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

### **5.4 Titles and Subtitles**

The titles and subtitles used in this Agreement are for convenience only and not to be considered in construing or interpreting this Agreement.

## **5.5 Notices**

All notices required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States mail by certified or registered mail.

## **5.6 Amendment or Waiver**

This Agreement may be amended or modified only upon the written consent of (i) the Board of Directors of the Company, (ii) the holders of a majority of the Shares held by the Key Holders, and (iii) the holders of a majority of the shares of Common Stock issued or issuable upon conversion of the then outstanding shares of Preferred Stock held by the Investors.

IN WITNESS WHEREOF, the parties have executed this Series A Preferred



Voting Agreement as of the date first written above.

COMPANY:

NAVIFLOOR ROBOTICS, INC.

**By: \_**

Name: Dr. Sarah Chen

Title: Chief Executive Officer

INVESTORS:

AUTONOMY VENTURES III, LP

**By: \_**

Name: [Investor Representative]

Title: Managing Partner

KEY HOLDERS:

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Dr. Sarah Chen

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Marcus Depth

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Richard Torres

[Exhibits A and B to follow]

