

STOCKHOLDER RIGHTS AGREEMENT

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THIS STOCKHOLDER RIGHTS AGREEMENT (this "Agreement") is made this 15th day of January 2024 (the "Effective Date"), by and among POLAR DY
ROBOTICS, INC., a Delaware corporation (the "Company"), and the s
listed on Schedule A hereto (each a "Stockholder" and collectively, the
"Stockholders").

RECITALS

WHEREAS, the Company has developed proprietary technology and

property related to extreme-condition autonomous mobile robots;

WHEREAS, the Company desires to establish certain rights and obligations for its stockholders to protect the Company's interests and ensure orderly governance and

WHEREAS, the parties desire to enter into this Agreement to set forth the parties' rights and obligations 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

3 "Preferred Stock" means the Company's Series A Preferred Stock, \$

4 "Transfer" means any sale, assignment, encumbrance, hypothecation

2. RIGHTS OF FIRST REFUSAL

1 ****Notice of Proposed Transfer****. If any Stockholder proposes to Tra

2 ****Company Right of First Refusal****. The Company shall have the rig

3 ****Other Stockholders' Right of First Refusal****. If the Company does

3. CO-SALE RIGHTS

1 ****Notice****. If any Stockholder proposes to Transfer shares represen

2 ****Exercise of Co-Sale Rights****. Each Stockholder shall have the right to

4. DRAG-ALONG RIGHTS

1 If stockholders holding at least 66 % of the outstanding shares (the

(a) Vote their shares in favor of such transaction

(b) Sell their shares on the same terms as the Selling Stockholders

(c) Execute all necessary documents required to effectuate the transaction

5. INFORMATION RIGHTS

1 ****Financial Statements****. The Company shall provide to each Stockholder

(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

6. BOARD REPRESENTATION

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

2 ****Designation Rights****. The following parties shall have the right to

(a) Series C holders: Two (2) directors

(b) Series B holders: One (1) director

(c) Series A holders: One (1) director

(d) Common stockholders: Three (3) directors

7. PROTECTIVE PROVISIONS

1 The Company shall not, without the approval of holders of at least 6

- (a) Amend the Certificate of Incorporation
- (b) Create any new class of stock
- (c) Increase or decrease authorized shares
- (d) Declare dividends
- (e) Sell, merge, or liquidate the Company

8. CONFIDENTIALITY

1 Each Stockholder agrees to maintain the confidentiality of the Company's

9. TERM AND TERMINATION

1 This Agreement shall continue in effect until the earlier of:

- (a) The closing of the Company's initial public offering

(b) A Sale of the Company

(c) Written consent of holders of 75% of the shares subject to this Agreement

10. MISCELLANEOUS

1 **Governing Law**. This Agreement shall be governed by Delaware law.

2 **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns.

3 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which together shall constitute one and the same agreement.

4 **Amendment**. This Agreement may be amended only with the written consent of the parties.

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

POLAR~~7~~DYNAMICS ROBOTICS, INC.

By: _

Name: Elena Frost

Title: Chief Executive Officer

STOCKHOLDERS:

[Signature pages to follow]

Schedule A: List of Stockholders

[List of stockholders and shareholdings to be attached]

