

TRAINING SERVICES CONTRACT

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Between NaviFloor Robotics, Inc. and Unilever Supply Chain

THIS TRAINING SERVICES CONTRACT (the "Agreement") is made
February 1, 2024 (the "Effective Date")

BY AND BETWEEN:

NaviFloor Robotics, Inc., a Delaware corporation with its principal

AND

Unilever Supply Chain, a division of Unilever N.V., with offices at

1. RECITALS

WHEREAS, Service Provider specializes in autonomous mobile robots and provides associated training services for industrial automation implementations;

WHEREAS, Client desires to engage Service Provider to provide comprehensive training services for its AMR fleet management platform and autonomous robots at designated Client facilities;

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

2. DEFINITIONS

1 "Training Materials" means all documentation, manuals, guides, pre

2 "Training Services" means the instruction, coaching, and knowledge

3 "Designated Facilities" means Client's distribution centers located in

4 "Authorized Personnel" means Client's employees designated to re

3. SCOPE OF SERVICES

1 Service Provider shall provide Training Services as detailed in Exhib

a) AMR system operation and maintenance training

b) Fleet management platform administrator training

c) Safety protocol and emergency response training

d) Terrain mapping and navigation system configuration

e) Troubleshooting and basic repairs instruction

2 Training Schedule: Training Services shall be delivered according to

3 Location: Training Services shall be provided at Designated Facilities

4. SERVICE PROVIDER OBLIGATIONS

1 Service Provider shall:

- a) Provide qualified instructors with minimum 3 years experience
- b) Supply all necessary Training Materials
- c) Conduct pre-training facility assessments
- d) Issue completion certificates to qualified participants
- e) Provide post-training support as specified in Exhibit A

2 Quality Standards: Service Provider warrants that Training Services

5. CLIENT OBLIGATIONS

1 Client shall:

- a) Provide adequate facilities for training delivery
- b) Ensure Authorized Personnel attendance
- c) Grant facility access to Service Provider personnel
- d) Maintain training equipment in proper condition
- e) Complete pre-training preparations as specified

6. COMPENSATION AND PAYMENT

1 Training Fees: Client shall pay 275,000 for Training Services accor

- a) 40% upon contract execution
- b) 30% upon completion of Phase 1 training
- c) 30% upon completion of all Training Services

2 Expenses: Client shall reimburse reasonable travel and accommodation

7. INTELLECTUAL PROPERTY

1 Service Provider retains all intellectual property rights in Training Materials

2 Client receives non-exclusive, non-transferable license to use Training Materials

8. CONFIDENTIALITY

1 Each party shall protect confidential information received from the other party

2 Confidentiality obligations survive termination for 3 years.

9. LIMITATION OF LIABILITY

1 Service Provider's total liability shall not exceed fees paid under this

2 Neither party shall be liable for indirect, consequential, or punitive d

10. TERM AND TERMINATION

1 Term: This Agreement commences on the Effective Date and contin

2 Termination: Either party may terminate for material breach upon 30

11. GENERAL PROVISIONS

1 Independent Contractors: Parties are independent contractors. No p

2 Assignment: Neither party may assign without prior written consent

3 Governing Law: This Agreement is governed by laws of England and

4 Entire Agreement: This Agreement, including Exhibits, constitutes e

12. EXECUTION

IN WITNESS WHEREOF, the authorized representatives of the parties
this Agreement as of the Effective Date.

NaviFloor Robotics, Inc.

By:

Name: ~~Dr.~~ Sarah Chen

Title: Chief Executive Officer

Date:

Unilever Supply Chain

By:

Name: _

Title:

Date:

[Exhibits A and B to follow]

