

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"), SEQUOIA CAPITAL FUND, L.P. ("Sequoia"), and the stockholders listed on Exhibit A hereto (collectively, the "Key Holders").

RECITALS

WHEREAS, the Company has entered into a Series C Preferred Stock Purchase Agreement dated March 1, 2024 (the "Purchase Agreement") with Sequoia and certain other investors;

WHEREAS, in order to induce Sequoia to invest funds in the Company pursuant to the Purchase Agreement, the Key Holders and the Company hereby agree that this Agreement shall govern certain rights of the stockholders and shall supersede and replace any prior stockholder agreements.

NOW, THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

- 1 "Common Stock" means shares of the Company's common stock, par value \$0.001 per share.
- 2 "Preferred Stock" means shares of the Company's Series A, Series B, and Series C Preferred Stock.
- 3 "Securities" means any Common Stock, Preferred Stock, or any securities convertible into, exercisable for, or exchangeable for Common Stock.

2. RESTRICTIONS ON TRANSFER

1 ****General Restrictions****. No Key Holder shall sell, assign, transfer, pledge, hypothecate, or otherwise dispose of any Securities except in compliance with this Agreement, the Company's Bylaws, and applicable securities laws.

2 ****Right of First Refusal****.

(a) If any Key Holder proposes to transfer any Securities, such Key Holder shall first provide written notice (the "Transfer Notice") to the Company and Sequoia.

(b) The Company shall have the right to purchase all or any portion of the Securities at the price specified in the Transfer Notice within 20 days.

(c) If the Company does not exercise its right, Sequoia shall have the right to purchase the remaining Securities within 10 days.

3. VOTING PROVISIONS

1 ****Board Composition****. The authorized number of directors shall be seven (7), elected as follows:

- (a) Two directors elected by holders of Series C Preferred Stock, initially including one Sequoia designee;
- (b) One director elected by holders of Series B Preferred Stock;
- (c) Three directors elected by holders of Common Stock; and
- (d) One independent director approved by both Common and Preferred stockholders.

2 ****Drag-Along Rights****. If stockholders holding at least 66 % of the outstanding Preferred Stock approve a Sale of the Company, all stockholders shall vote in favor of such transaction.

4. INFORMATION RIGHTS

1 ****Financial Information****. The Company shall provide to Sequoia:

- (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****. Sequoia shall have reasonable access to inspect the Company's properties and books of account during normal business hours.

5. PROTECTIVE PROVISIONS

1 The Company shall not, without approval of holders of at least 66 % of Preferred Stock:

- (a) Alter or change rights, preferences, or privileges of Preferred Stock;
- (b) Create any new class of stock having rights senior to existing Preferred Stock;
- (c) Increase or decrease authorized number of directors;
- (d) Liquidate or dissolve the Company;
- (e) Amend the Certificate of Incorporation or Bylaws.

6. CONFIDENTIALITY

1 Each stockholder agrees to keep confidential any proprietary information obtained through their capacity as a stockholder, except:

- (a) As required by law;
- (b) To their attorneys, accountants, and other professional advisors;
- (c) In connection with enforcing rights under this Agreement.

7. TERM AND TERMINATION

1 This Agreement shall terminate upon:

- (a) The closing of a Qualified IPO;
- (b) Written consent of holders of at least 66 % of Preferred Stock;
- (c) Dissolution or liquidation of the Company.

8. MISCELLANEOUS

1 ****Successors and Assigns****. This Agreement shall be binding upon successors and permitted assigns of the parties.

2 ****Governing Law****. This Agreement shall be governed by Delaware law without regard to conflicts of law principles.

3 ****Counterparts****. This Agreement may be executed in counterparts, each of which shall be deemed an original.

4 ****Amendment****. This Agreement may be amended only with written consent of the Company and holders of at least 66 % of Preferred Stock.

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

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Elena Frost

Title: Chief Executive Officer

SEQUOIA CAPITAL FUND, L.P.

By: _

Name: [Partner Name]

Title: Managing Partner

KEY HOLDERS:

—

Elena Frost

—

Marcus Chen

—

Sarah Nordstrom

[Exhibit A - List of Key Holders to follow]