

# **SERIES B VOTING AGREEMENT**

THIS SERIES B VOTING 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"), the holders of the Company's Series B Preferred Stock listed on Exhibit A hereto (the "Series B Investors"), and the holders of Common Stock listed on Exhibit B hereto (the "Key Holders").

## **RECITALS**

WHEREAS, the Company has entered into a Series B Preferred Stock Purchase Agreement dated March 1, 2024 (the "Purchase Agreement") with certain investors, pursuant to which the Company will issue and sell shares of the Company's Series B Preferred Stock (the "Series B Financing");

WHEREAS, the parties desire to provide for certain rights and obligations with respect to the voting of shares of the Company's capital stock following the Series B Financing;

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

## **1. VOTING PROVISIONS**

### **1.1 Board Composition**

(a) Each party to this Agreement agrees to vote all Shares (as defined below) owned by such party, or over which such party has voting control, to ensure that at each annual or special meeting of stockholders at which an election of directors is held:

- (i) Two (2) directors shall be designated by Arctic Ventures Fund III, LP, as the lead Series B Investor (the "Series B Directors");
- (ii) One (1) director shall be the Company's then-serving Chief Executive Officer, initially Dr. Elena Frost (the "CEO Director");
- (iii) One (1) director shall be designated by Frost Robotics LLC, representing the Key Holders (the "Key Holder Director"); and
- (iv) One (1) independent director shall be mutually agreed upon by the Board (the "Independent Director").

## **1.2 Removal of Directors**

Any director may be removed from the Board in accordance with applicable law and the Company's Certificate of Incorporation and Bylaws, provided however, that no Series B Director may be removed without the written consent of Arctic Ventures Fund III, LP.

## **1.3 Size of Board**

The parties agree to maintain the size of the Board at five (5) directors unless otherwise agreed by holders of at least 66% of the Series B Preferred Stock.

# **2. DRAG-ALONG RIGHTS**

## **2.1 Definitions**

A "Sale of the Company" shall mean either: (a) a transaction in which more than fifty percent (50%) of the voting power of the Company is transferred; or (b) a sale, lease, or other disposition of all or substantially all of the Company's assets.

## **2.2 Actions to be Taken**

If holders of at least 66% of the Series B Preferred Stock (the "Selling Investors") approve a Sale of the Company in writing, each party hereto hereby agrees to:

- (a) Vote all Shares in favor of such Sale of the Company;
- (b) Execute and deliver all related documentation;
- (c) Take all necessary actions to support the consummation of such Sale; and
- (d) Refrain from exercising any dissenters' rights or rights of appraisal.

# **3. REMEDIES**

## **3.1 Irrevocable Proxy**

Each party hereby constitutes and appoints as its proxy the officers of the Company, during the term of this Agreement, and grants a power of attorney to the officers of the Company, with full power of substitution, to vote all Shares as set forth in this Agreement.

## **3.2 Specific Enforcement**

The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with its terms. Accordingly, the parties shall be entitled to specific performance of the terms hereof.

## **4. TERM**

### **4.1 Term**

This Agreement shall terminate upon the earlier of:

- (a) The closing of a Qualified IPO (as defined in the Company's Certificate of Incorporation);
- (b) The consummation of a Sale of the Company; or
- (c) The written agreement of the Company and holders of at least 66% of the Series B Preferred Stock.

## **5. MISCELLANEOUS**

### **5.1 Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the parties hereto 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 Amendment and Waiver**

This Agreement may be amended or modified only with the written consent of the Company and holders of at least 66% of the Series B Preferred Stock.

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

POLAR DYNAMICS ROBOTICS, INC.

**By:** \_

Name: Dr. Elena Frost

Title: Chief Executive Officer

SERIES B INVESTORS:

ARCTIC VENTURES FUND III, LP

**By:** \_

Name:

Title:

KEY HOLDERS:

FROST ROBOTICS LLC

**By:** \_

Name:

Title:

[Exhibit A - List of Series B Investors]

[Exhibit B - List of Key Holders]