

## **SERIES C VOTING AGREEMENT**

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THIS SERIES C VOTING AGREEMENT (this "Agreement") is made as of November 15, 2022, by and among NaviFloor Robotics, Inc., a Delaware corporation (the "Company"), the holders of the Company's Series C Preferred Stock listed on Exhibit A hereto (the "Series C Investors"), and the holders of Common Stock listed on Exhibit B hereto (together with the Series C Investors, the "Stockholders").

### **RECITALS**

WHEREAS, the Company has entered into a Series C Preferred Stock Purchase Agreement dated November 15, 2022 (the "Purchase Agreement") with investors, pursuant to which the Company will issue and sell shares of the Company's Series C Preferred Stock (the "Series C Financing");

WHEREAS, as a condition to the Series C Financing, the parties desire to enter into this Agreement to provide for certain rights and obligations with respect to 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 Board Size and Composition**

The authorized number of directors on the Company's Board of Directors

"Board" shall be seven (7), unless modified pursuant to an amendment to the Company's Bylaws.

## **1.2 Board Composition**

Each Stockholder agrees to vote all shares of voting securities of the Company over which such Stockholder has voting control to ensure that at each special meeting of stockholders at which an election of directors is held:

(a) One (1) director shall be designated by Automation Ventures Fund I, LP, the lead Series C Investor (the "Series C Director");

(b) One (1) director shall be designated by Robotics Growth Partners, LP, the lead Series B Investor;

(c) One (1) director shall be designated by Industrial Tech Ventures I, LP, the lead Series A Investor;

(d) Two~~3~~(2) directors shall be the Company's CEO and CTO (the "Managing Directors");

(e) Two (2) independent directors shall be mutually agreed upon by the Board.

### **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. The party or parties originally entitled to designate a director shall have the exclusive right to remove such director.

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

### **2.1 Drag-Along Obligation**

If holders of at least 66 % of the Series C Preferred Stock (the "Selling Investors") approve a Sale of the Company, each Stockholder hereby

vote all ~~s~~ shares in favor of such transaction.

## **2.2 Notice**

The Company shall provide written notice of any proposed Sale of the Company to the Stockholders not less than twenty (20) days prior to the closing date of the Sale.

## **3. TRANSFER RESTRICTIONS**

### **3.1 Right of First Refusal**

Subject to Section 3.2, no Stockholder shall transfer any shares without first offering such shares to the Company and then to the other Stockholders on a pro rata basis.

### **3.2 Permitted Transfers**

The restrictions in Section 3.1 shall not apply to:

- (a) Transfers to immediate family members or trusts for estate planning purposes;
- (b) Transfers to wholly-owned affiliates;
- (c) Transfers approved in writing by holders of a majority of the Series Preferred Stock.

## **4. TERM AND TERMINATION**

### **4.1 Effectiveness**

This Agreement shall be effective as of the date hereof and shall continue in effect until the earlier of:

- (a) The closing of a Qualified IPO;
- (b) A Sale of the Company; or
- (c) Written consent of holders of at least 66 % of the Series C Preferred

## **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 Delaware, without regard to conflicts of law principles.

### **5.3 Counterparts**

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

### **5.4 Amendment and Waiver**

This Agreement may be amended only with the written consent of (i) the Board of Directors and (ii) holders of at least 66 % of the Series C Preferred Stock.

### **5.5 Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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

NAVIFLOOR ROBOTICS, INC.

**By:** \_

Name: Dr. Sarah Chen

Title: Chief Executive Officer



SERIES C INVESTORS:

[Signature pages to follow]

COMMON STOCKHOLDERS:

[Signature pages to follow]

EXHIBIT A

Series C Investors

[List to be attached]

EXHIBIT B

Common Stockholders

[List to be attached]

