

SERIES A INVESTORS' RIGHTS AGREEMENT - JULY 2019

INVESTORS' RIGHTS AGREEMENT

THIS INVESTORS' RIGHTS AGREEMENT (the "Agreement") is entered into as of July 15, 2019, by and among NAVIFLOOR ROBOTICS, INC., a Delaware corporation (the "Company"), and the investors listed on Schedule A hereto (each, an "Investor" and collectively, the "Investors").

RECITALS

WHEREAS, the Investors are purchasing shares of the Company's Series A Preferred Stock pursuant to that certain Series A Preferred Stock Purchase Agreement

July 15, 2019 (the "Purchase Agreement"); and

WHEREAS, it is a condition to the closing of the sale of the Series A Preferred Stock that the Investors and the Company execute and deliver this Agreement;

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

1. DEFINITIONS

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1 "Common Stock" means the Company's common stock, par value \$0.001 per share.

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2 "Holder" means any person owning or having the right to acquire Registrable Securities.

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3 "Registrable Securities" means (i) shares of Common Stock issued or issued

2. REGISTRATION RIGHTS

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1 ****Demand Registration****

(a) If at any time after the earlier of (i) three (3) years after the date of this Agreement or (ii) six (6) months after the Company's initial public offering, the Holders of at least thirty percent (30%) of the Registrable Securities request that the Company file a registration statement covering the registration of Registrable Securities with an anticipated aggregate offering price of at least \$10,000,000, then the Company shall use commercially reasonable efforts to effect such registration.

(b) The Company shall not be obligated to effect more than two (2) registrations

pursuant to this Section 2.1.

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2 ****Piggyback Registration****

The Company shall notify all Holders of Registrable Securities in writing at least thirty (30) days prior to filing any registration statement and shall afford each such Holder an opportunity to include their Registrable Securities in such registration statement.

3. **INFORMATION RIGHTS**

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1 ****Delivery of Financial Statements****

The Company shall deliver to each Investor:

(a) Annual audited financial statements within ninety (90) days after the end of each fiscal year;

(b) Quarterly unaudited financial statements within forty-five (45) days after the end of each fiscal quarter;

(c) Monthly unaudited financial statements within thirty (30) days after the end of each month.

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2 **Inspection Rights**

Each Investor shall have the right to visit and inspect the Company's property and books of account during normal business hours upon reasonable notice.

4. RIGHTS TO FUTURE STOCK ISSUANCES

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1 ****Right of First Offer****

Subject to the terms and conditions of this Section 4.1, the Company hereby grants to each Investor the right of first offer to purchase its pro rata share of New Securities which the Company may, from time to time, propose to se issue.

5. BOARD MATTERS

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1 ****Board Size****

The Board of Directors shall consist of seven (7) members.

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2 ****Board Composition****

The holders of Series A Preferred Stock shall be entitled to elect two (2) directors of the Company.

6. PROTECTIVE PROVISIONS

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1 The Company shall not, without the written consent of the holders of at least

(a) Liquidate, dissolve or wind-up the affairs of the Company;

(b) Amend the Certificate of Incorporation or Bylaws;

(c) Create any new series or class of shares having rights senior to the Series

A Preferred Stock.

7. MISCELLANEOUS

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1 **Successors and Assigns**

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

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2 **Governing Law**

This Agreement shall be governed by and construed under the laws of the State of Delaware.

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3 **Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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4 **Notices**

All notices required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States mail by certified or registered mail.

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

COMPANY:

NAVIFLOOR ROBOTICS, INC.

By: _ - 9 -

Name: Dr. Sarah Chen

Title: Chief Executive Officer

INVESTORS:

[Signature pages for Investors follow]

SCHEDULE A

List of Investors

[List of Series A investors to be attached]

