

SERIES A VOTING AGREEMENT

THIS SERIES A VOTING AGREEMENT (this "Agreement") is made and entered into as of March 1, 2024, by and among POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation (the "Company"), the holders of the Company's Series A Preferred Stock listed on Exhibit A hereto (the "Series A Investors"), and the holders of Common Stock listed on Exhibit B hereto (the "Key Holders").

RECITALS

WHEREAS, the Company is seeking to issue and sell up to \$40,000,000 of its Series A Preferred Stock pursuant to that certain Series A Preferred Stock Purchase Agreement dated as of March 1, 2024 (the "Purchase Agreement");

WHEREAS, the parties believe that it is in the best interests of the Company and its stockholders to provide for certain rights and obligations with respect to the election of directors and certain other matters; and

WHEREAS, the execution of this Agreement is a condition to closing under the Purchase Agreement.

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

The parties shall vote their shares of capital stock of the Company to ensure that the Board shall consist of seven (7) directors as follows:

- (a) Two (2) directors elected by holders of Series A Preferred Stock;
- (b) Three (3) directors elected by holders of Common Stock, initially being Dr. Elena Frost, Marcus Chen, and Sarah Nordstrom;
- (c) One (1) independent director mutually agreed upon by the Series A Investors and Key Holders; and
- (d) The Company's then-serving Chief Executive Officer.

1.2 Removal of Directors

Any director may be removed for cause by the affirmative vote of the holders of a majority of shares entitled to vote. Any director elected by Series A Investors may be removed without cause by the affirmative vote of the holders of a majority of Series A Preferred Stock.

1.3 Vacancies

Any vacancy on the Board shall be filled by the party or parties entitled to designate such director pursuant to Section 1.1.

2. DRAG-ALONG RIGHTS

2.1 Definitions

A "Sale of the Company" shall mean: (i) a merger or consolidation of the Company, (ii) a sale of all or substantially all of the Company's assets, or (iii) a sale of 50% or more of the Company's voting power.

2.2 Actions to be Taken

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

- (a) Vote in favor of such Sale of the Company;
- (b) Sell their shares on the same terms as the Selling Investors;
- (c) Execute all necessary documents; and
- (d) Take all necessary actions to effectuate such Sale.

3. REMEDIES

3.1 Specific Enforcement

The parties agree that irreparable damage would occur if any provision of this Agreement were not performed. Accordingly, the parties shall be entitled to specific performance and injunctive relief.

3.2 Power of Attorney

Each party hereby constitutes and appoints the President of the Company as their true and lawful attorney-in-fact to execute all documents necessary to effectuate the provisions hereof.

4. TERM AND TERMINATION

4.1 Term

This Agreement shall continue in effect until the earlier of:

- (a) The closing of the Company's Initial Public Offering;
- (b) A Sale of the Company; or
- (c) Written consent of holders of at least 66 % of Series A Preferred Stock.

5. MISCELLANEOUS

5.1 Successors and Assigns

This Agreement shall be binding upon successors and permitted assigns of the parties.

5.2 Governing Law

This Agreement shall be governed by Delaware law 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.

5.4 Amendment

This Agreement may be amended only with written consent of (i) the Company, (ii) holders of a majority of shares held by Key Holders, and (iii) holders of at least 66 % of Series A Preferred Stock.

5.5 Severability

If any provision is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible and the remaining provisions shall remain in full force.

6. NOTICES

All notices shall be in writing and sent to addresses set forth on the signature pages hereto.

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

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Dr. Elena Frost

Title: Chief Executive Officer

SERIES A INVESTORS:

[Signature pages to follow]

KEY HOLDERS:

[Signature pages to follow]

EXHIBIT A: Series A Investors

[List to be attached]

EXHIBIT B: Key Holders

[List to be attached]