

**SAFETY COMPLIANCE AGREEMENT - BMW MANUFACTURING**

**SAFETY COMPLIANCE AGREEMENT**

THIS SAFETY COMPLIANCE AGREEMENT (the "Agreement") is made of February 15, 2024 (the "Effective Date"), by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal business at 2500 Innovation Drive, Wilmington, Delaware 19801 ("NaviFloor")

and

BMW MANUFACTURING CO., LLC, a South Carolina limited liability company with its principal place of business at 1400 Highway 101 South, Greer, South Carolina 29615 ("BMW")

29651 ("BMW")

(each a "Party" and collectively, the "Parties")

## **RECITALS**

WHEREAS, NaviFloor provides autonomous mobile robots ("AMRs") and robot management systems for industrial applications;

WHEREAS, BMW operates automotive manufacturing facilities that utilize automation systems;

WHEREAS, NaviFloor and BMW have entered into that certain Master Service Agreement dated January 10, 2024 (the "MSA") for the deployment of NaviFloor AMR systems at BMW's manufacturing facilities;

WHEREAS, the Parties desire to establish specific safety compliance protocols

and standards for the operation of NaviFloor's AMR systems within BMW's facilities;

NOW, THEREFORE, in consideration of the mutual covenants contained here, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **1. DEFINITIONS**

-

1 "Applicable Safety Standards" means all applicable federal, state, and local

-

2 "Safety Incident" means any occurrence involving NaviFloor's AMR system

-

3 "Safety Protocol Documentation" means all documentation related to safety

## **2. SAFETY COMPLIANCE OBLIGATIONS**

-

1 **\*\*Compliance with Standards\*\***. NaviFloor shall ensure that all AMR systems

-

2 **\*\*Safety Features\*\***. NaviFloor's AMR systems shall maintain the following

(a) Emergency stop functions

(b) Collision avoidance systems

(c) Speed limiting controls

(d) Personnel detection sensors

(e) Audio-visual warning indicators

(f) Fail-safe operational modes

- - 4 -

3 **\*\*Risk Assessment\*\***. NaviFloor shall:

- (a) Conduct comprehensive risk assessments prior to deployment
- (b) Update risk assessments quarterly or upon significant system changes
- (c) Provide risk assessment reports to BMW's safety team
- (d) Implement recommended risk mitigation measures

### **3. TRAINING AND CERTIFICATION**

-

1 **\*\*Personnel Training\*\***. NaviFloor shall provide:

- (a) Initial safety training for all BMW personnel interfacing with AMR systems
- (b) Quarterly refresher training sessions
- (c) Updated training materials reflecting system modifications

(d) Certification documentation for trained personnel

-

2 **\*\*Documentation Requirements\*\***. NaviFloor shall maintain:

(a) Training records for all personnel

(b) Certification status documentation

(c) Training material revision history

(d) Attendance logs for all training sessions

## **4. INCIDENT REPORTING AND INVESTIGATION**

-

1 **\*\*Incident Reporting\*\***. NaviFloor shall:

(a) Report all Safety Incidents within 24 hours

(b) Provide preliminary incident reports within 48 hours

(c) Submit detailed investigation reports within 10 business days

(d) Maintain an incident log accessible to BMW

-

2 **\*\*Investigation Procedures\*\***. NaviFloor shall:

(a) Conduct root cause analysis for all Safety Incidents

(b) Implement corrective actions to prevent recurrence

(c) Update safety protocols based on investigation findings

(d) Provide investigation documentation to BMW

## **5. COMPLIANCE MONITORING AND AUDITS**

-

1 **\*\*Regular Audits\*\***. NaviFloor shall:

(a) Submit to quarterly safety audits by BMW

- (b) Conduct monthly internal safety inspections
- (c) Maintain audit records for 3 years
- (d) Address audit findings within agreed timeframes

-

2 **\*\*Performance Metrics\*\***. NaviFloor shall track and report:

- (a) Safety incident rates
- (b) Near-miss occurrences
- (c) System reliability metrics
- (d) Compliance violation incidents

## **6. TERM AND TERMINATION**

-

1 This Agreement shall commence on the Effective Date and continue for the



- - 8 -

2 BMW may terminate this Agreement immediately upon written notice if N

(a) Fails to remedy safety violations within 30 days

(b) Experiences repeated Safety Incidents

(c) Breaches material safety obligations

## **7. GENERAL PROVISIONS**

-

1 **\*\*Governing Law\*\***. This Agreement shall be governed by the laws of the

-

2 **\*\*Amendment\*\***. This Agreement may only be modified by written agree

-

3 **\*\*Severability\*\***. If any provision is held invalid, the remaining provisions

- - 9 -

4 **\*\*Entire Agreement\*\***. This Agreement constitutes the entire understanding

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the  
Date.

NAVIFLOOR ROBOTICS, INC.

**By:**

Name: Dr. Sarah Chen

Title: Chief Executive Officer

**Date:**

BMW MANUFACTURING CO., LLC

**By:**

**Name:** 10 -

**Title:**

**Date:**

