

INVESTORS' RIGHTS AGREEMENT

THIS INVESTORS' RIGHTS AGREEMENT (this "Agreement") is made as of February 15, 2024, by and among POLAR DYNAMICS 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 Company and certain of the Investors are parties to that certain Series B Preferred Stock Purchase Agreement dated as of February 15, 2024 (the "Purchase Agreement"), pursuant to which such Investors have agreed to purchase shares of the Company's Series B Preferred Stock (the "Series B Preferred");

WHEREAS, in order to induce certain Investors to invest funds in the Company pursuant to the Purchase Agreement, the Company and the Investors hereby agree that this Agreement shall govern certain rights of the Investors to receive financial information and other matters, all as set forth herein;

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

1. DEFINITIONS

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

2 "Derivative Securities" means any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), Common Stock.

3 "Exchange Act" means the Securities Exchange Act of 1934, as amended.

4 "Form S-3" means such form under the Securities Act as in effect on the date hereof.

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

2. INFORMATION RIGHTS

1 **Financial Information**. The Company shall deliver to each Major Investor (as defined below):

(a) Annual Reports: As soon as practicable, but in any event within ninety (90) days after the end of

each fiscal year, audited financial statements prepared in accordance with GAAP.

(b) Quarterly Reports: As soon as practicable, but in any event within forty-five (45) days after the end of each quarter, unaudited financial statements prepared in accordance with GAAP.

(c) Monthly Reports: As soon as practicable, but in any event within thirty (30) days after the end of each month, unaudited financial statements and key operating metrics.

2 ****Inspection Rights****. The Company shall permit each Major Investor, at such Major Investor's expense, to inspect the Company's properties and examine its books and records during normal business hours upon reasonable notice.

3. REGISTRATION RIGHTS

1 ****Demand Registration****. If the Company receives a written request from Holders of at least thirty percent (30%) of the Registrable Securities then outstanding that the Company file a registration statement with an anticipated aggregate offering price of at least \$10,000,000, then the Company shall:

(a) Within ten (10) days, give written notice of such request to all Holders; and

(b) Use commercially reasonable efforts to file a registration statement covering all Registrable Securities requested to be included within sixty (60) days.

2 ****Piggyback Registration****. If the Company proposes to register any of its securities for public sale, it shall give each Holder written notice of such registration at least thirty (30) days prior to filing.

4. PROTECTIVE PROVISIONS

1 ****Major Investor Rights****. The Company shall not, without the written consent of the holders of at least sixty percent (60%) of the Series B Preferred:

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

(b) Amend, alter, or repeal any provision of the Certificate of Incorporation or Bylaws;

(c) Create or authorize any new class of stock having rights superior to the Series B Preferred.

5. RIGHT OF FIRST REFUSAL

1 ****Subsequent Offerings****. Subject to applicable securities laws, each Major Investor shall have a right of first refusal to purchase its pro rata share of New Securities (as defined below) which the Company may, from time to time, propose to sell and issue.

6. MISCELLANEOUS

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.

2 ****Governing Law****. This Agreement shall be governed by and construed under the laws of the State of Delaware.

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 and the same instrument.

4 ****Titles and Subtitles****. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

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

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Elena Frost

Title: Chief Executive Officer

INVESTORS:

[Signature pages to follow]

SCHEDULE A

List of Investors

[To be completed]