

PERFORMANCE GUARANTEE CONTRACT - PHILIPS HEALTHCARE

PERFORMANCE GUARANTEE CONTRACT

THIS PERFORMANCE GUARANTEE CONTRACT (the "Agreement") is
as 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"
the "Company")

AND

PHILIPS HEALTHCARE, a division of Koninklijke Philips N.V., with its principal place of business at 222 Berkley Street, Boston, Massachusetts 02116 ("Philips") or the "Guarantor")

RECITALS

WHEREAS, NaviFloor has entered into a Master Supply Agreement dated January 1, 2024 (the "Supply Agreement") with Philips Medical Systems Nederland B.V. ("Philips Netherlands") for the supply of autonomous mobile robots and related fleet management systems;

WHEREAS, Philips Netherlands has requested, and NaviFloor has agreed to provide, a performance guarantee from the Guarantor to secure the obligations of Philips Netherlands under the Supply Agreement; and

WHEREAS, the Guarantor has agreed to guarantee the performance of Philips

Netherlands' obligations under the Supply Agreement on the terms set forth herein.

1. DEFINITIONS

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- 1 Capitalized terms used but not defined herein shall have the meanings ascribed to them herein.
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- 2 "Guaranteed Obligations" means all payment and performance obligations of the Guarantor under the Supply Agreement.

2. GUARANTEE

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- 1 The Guarantor hereby absolutely, unconditionally and irrevocably guarantees the performance of the obligations of the Netherlands under the Supply Agreement.

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2 This guarantee is a continuing guarantee and shall remain in full force and

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3 The liability of the Guarantor under this Agreement shall be absolute and u

(a) any lack of validity or enforceability of the Supply Agreement;

(b) any change in the time, manner, or place of payment or performance;

(c) any bankruptcy, insolvency, or similar proceeding affecting Philips
Netherlands;

(d) any other circumstance that might otherwise constitute a defense availabl
to, or discharge of, Philips Netherlands.

3. NATURE OF GUARANTEE

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1 This Agreement is a guarantee of payment and performance and not of collection.

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2 The Guarantor's obligations under this Agreement are independent of the obligations of the obligor.

4. REPRESENTATIONS AND WARRANTIES

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1 The Guarantor represents and warrants that:

(a) it is duly organized and validly existing under the laws of its jurisdiction;

(b) it has full power and authority to execute and deliver this Agreement;

(c) this Agreement constitutes its legal, valid, and binding obligation;

(d) the execution and delivery of this Agreement do not violate any law or agreement binding upon it.

5. SUBROGATION

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1 The Guarantor shall not exercise any rights of subrogation or contribution a

6. AMENDMENTS AND WAIVERS

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1 No amendment or waiver of any provision of this Agreement shall be effec

7. NOTICES

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1 All notices under this Agreement shall be in writing and delivered to:

For NaviFloor:

NaviFloor Robotics, Inc.

2500 Innovation Drive

Wilmington, DE 19801

Attention: General Counsel

For Philips:

Philips Healthcare

222 Berkley Street

Boston, MA 02116

Attention: Chief Legal Officer

8. GOVERNING LAW AND JURISDICTION

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1 This Agreement shall be governed by and construed in accordance with the

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2 The parties submit to the exclusive jurisdiction of the courts of Delaware for

9. SEVERABILITY

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1 If any provision of this Agreement is held invalid or unenforceable, the remainder

10. ENTIRE AGREEMENT

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1 This Agreement constitutes the entire agreement between the parties with respect to

11. COUNTERPARTS

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1 This Agreement may be executed in counterparts, each of which shall be d

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

NAVIFLOOR ROBOTICS, INC.

By:

Name: James Wilson

Title: Chief Financial Officer

Date: February 15, 2024

PHILIPS HEALTHCARE

By: - 9 -

Name: [Authorized Signatory]

Title: [Title]

Date: February 15, 2024

