

**EMPLOYEE STOCK OPTION PLAN (ESOP) DETAILS**

**EMPLOYEE STOCK OPTION PLAN (ESOP)**

**NaviFloor Robotics, Inc.**

*Effective Date: January 1, 2024*

*Plan Document*

**1. INTRODUCTION**

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1 **\*\*Purpose\*\***. NaviFloor Robotics, Inc., a Delaware corporation (the "Com

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2 **\*\*Term\*\***. The Plan shall become effective as of January 1, 2024 (the "Eff

## 2. DEFINITIONS

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1 "Board" means the Board of Directors of NaviFloor Robotics, Inc.

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2 "Committee" means the Compensation Committee appointed by the Board

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3 "Common Stock" means the Company's Common Stock, par value \$0.001

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4 "Fair Market Value" means the value of Common Stock as determined by t

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5 "Option" means a right to purchase Common Stock granted under the Plan

### **3. ADMINISTRATION**

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1 **\*\*Plan Administrator\*\***. The Plan shall be administered by the Committee

(a) Select eligible participants

(b) Determine the size and type of Options

(c) Interpret the Plan and establish rules

(d) Make all other determinations necessary for Plan administration

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2 **\*\*Available Shares\*\***. The maximum number of shares available under the

## **4. ELIGIBILITY AND PARTICIPATION**

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1 **\*\*Eligible Employees\*\***. Regular full-time employees who have completed

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2 **\*\*Excluded Individuals\*\***. The following persons are not eligible:

(a) Independent contractors

(b) Consultants

(c) Temporary employees

(d) Individuals classified as non-employees for any purpose

## **5. OPTION TERMS AND CONDITIONS**

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1 **\*\*Exercise Price\*\***. The exercise price shall not be less than 100% of Fair

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2 **\*\*Vesting Schedule\*\***. Unless otherwise specified in the Option Agreement

(a) 25% vests on first anniversary of grant date

(b) Remaining 75% vests in equal monthly installments over following 36 m

(c) Full acceleration upon Change in Control

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3 **\*\*Term\*\***. Options shall expire on the earlier of:

(a) Ten (10) years from grant date

(b) 90 days after employment termination

(c) Immediately upon termination for cause

## **6. EXERCISE OF OPTIONS**

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1 **\*\*Notice of Exercise\*\***. Options shall be exercised by written notice to the

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2 **\*\*Payment Methods\*\***. Exercise price may be paid by:

(a) Cash or check

(b) Cashless exercise

(c) Net exercise

(d) Other methods approved by Committee

## **7. TRANSFERABILITY**

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1 Options are non-transferable except by will or laws of descent and distribu

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2 During participant's lifetime, Options are exercisable only by participant.

## **8. ADJUSTMENTS**

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1 **\*\*Capital Changes\*\***. In event of stock split, merger, reorganization, or similar

(a) Number of shares reserved

(b) Number of shares covered by outstanding Options

(c) Exercise prices

(d) Other relevant terms

## **9. AMENDMENT AND TERMINATION**

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1 The Board may amend or terminate the Plan at any time, provided that no a

## 10. COMPLIANCE WITH LAWS

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1 The Plan and all Options shall comply with applicable federal and state sec

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2 The Company shall not be required to issue shares upon exercise until all l

## 11. MISCELLANEOUS

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1 **\*\*No Employment Rights\*\***. Neither the Plan nor any Option shall confer

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2 **\*\*Governing Law\*\***. This Plan shall be governed by Delaware law without

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3 **\*\*Severability\*\***. If any provision is held invalid, the remainder shall continue in full force and effect.

ADOPTED by the Board of Directors of NaviFloor Robotics, Inc. on December 15, 2023.

**By:**

Dr. Sarah Chen

Chief Executive Officer

ATTEST:

Corporate Secretary

