

SERIES C PREFERRED STOCK PURCHASE AGREEMENT

THIS SERIES C PREFERRED STOCK PURCHASE AGREEMENT (this "Agreement") is made and entered into as of January 15, 2024, by and among POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation (the "Company"), and the investors listed on Exhibit A attached hereto (each a "Purchaser" and collectively, the "Purchasers").

RECITALS

WHEREAS, the Company has authorized the sale and issuance of up to 12,500,000 shares of its Series C Preferred Stock, \$0.001 par value per share (the "Series C Preferred");

WHEREAS, the Company desires to sell, and the Purchasers desire to purchase, shares of Series C Preferred on the terms and conditions set forth herein; and

WHEREAS, the Company and the Purchasers are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, and covenants herein contained, the parties hereby agree as follows:

1. PURCHASE AND SALE OF SERIES C PREFERRED STOCK

1.1 Authorization

The Company has authorized the sale and issuance of up to 12,500,000 shares of Series C Preferred at a purchase price of \$4.00 per share (the "Purchase Price").

1.2 Sale and Issuance

Subject to the terms and conditions of this Agreement, each Purchaser agrees to purchase, and the Company agrees to sell and issue to each Purchaser, the number of shares of Series C Preferred set forth opposite such Purchaser's name on Exhibit A for the aggregate Purchase Price specified therein.

2. CLOSING AND DELIVERY

2.1 Closing

The purchase and sale of the Series C Preferred shall take place at the offices of Wilson & Ross LLP, 555 Technology Square, Boston, Massachusetts, at 10:00 a.m. on January 31, 2024, or at such other

time and place as the Company and Purchasers may agree (the "Closing").

2.2 Delivery

At the Closing, the Company shall deliver to each Purchaser a certificate representing the Series C Preferred being purchased thereby against payment of the Purchase Price therefor by wire transfer of immediately available funds to an account designated by the Company.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to each Purchaser that:

3.1 Organization and Standing

The Company is a corporation duly organized, validly existing, and in good standing under the laws of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted.

3.2 Capitalization

The authorized capital stock of the Company consists of 100,000,000 shares of Common Stock, of which 25,000,000 shares are issued and outstanding, and 40,000,000 shares of Preferred Stock, of which 10,000,000 shares are designated Series A Preferred Stock, 15,000,000 shares are designated Series B Preferred Stock, and 12,500,000 shares are designated Series C Preferred Stock.

3.3 Authorization

All corporate action on the part of the Company necessary for the authorization, execution, and delivery of this Agreement, the performance of all obligations of the Company hereunder, and the authorization, issuance, and delivery of the Series C Preferred has been taken or will be taken prior to the Closing.

4. REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Each Purchaser hereby represents and warrants to the Company that:

4.1 Investment Experience

Such Purchaser is an accredited investor and acknowledges that it can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Series C Preferred.

4.2 Investment Purpose

Such Purchaser is acquiring the Series C Preferred for investment for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof.

5. CONDITIONS TO CLOSING

5.1 Conditions to Purchasers' Obligations

The obligations of each Purchaser under Section 1.2 of this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions:

- (a) The representations and warranties of the Company contained in Section 3 shall be true and correct on and as of the Closing.
- (b) The Company shall have performed and complied with all agreements and conditions contained in this Agreement required to be performed or complied with by it on or before the Closing.

5.2 Conditions to Company's Obligations

The obligations of the Company under Section 1.2 of this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions:

- (a) The representations and warranties of the Purchasers contained in Section 4 shall be true and correct on and as of the Closing.
- (b) The Purchasers shall have performed and complied with all agreements and conditions contained in this Agreement required to be performed or complied with by them on or before the Closing.

6. MISCELLANEOUS

6.1 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Delaware.

6.2 Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

6.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Series C Preferred Stock Purchase

Agreement as of the date first above written.

COMPANY:

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Elena Frost

Title: Chief Executive Officer

PURCHASERS:

[Signature pages to follow]