

2018 STOCK INCENTIVE PLAN

NAVIFLOOR ROBOTICS, INC.

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1. PURPOSE AND EFFECTIVE DATE

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1 The purpose of the NaviFloor Robotics, Inc. 2018 Stock Incentive Plan (the

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2 This Plan shall become effective upon its adoption by the Board of Directors

2. DEFINITIONS

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1 "Award" means any Option, Restricted Stock, RSU, or other stock-based a

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2 "Board" means the Board of Directors of the Company.

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3 "Committee" means the Compensation Committee of the Board.

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4 "Common Stock" means the common stock of the Company, par value \$0.

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5 "Fair Market Value" means, as of any date, the value of Common Stock de

3. ADMINISTRATION

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1 The Plan shall be administered by the Committee, which shall have full po

(a) Select Award recipients

(b) Determine the types and terms of Awards

(c) Interpret the Plan and Award agreements

(d) Adopt rules for Plan administration

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2 The Committee may delegate its authority to officers of the Company for A

4. SHARES SUBJECT TO THE PLAN

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1 Subject to adjustment, the maximum number of shares of Common Stock a

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2 Shares subject to Awards that expire, are forfeited, or otherwise terminate

5. ELIGIBILITY AND PARTICIPATION

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1 Awards may be granted to employees, directors, and consultants of the Cor

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2 The grant of an Award shall not confer any right to continued employment

6. STOCK OPTIONS

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1 The Committee may grant incentive stock options ("ISOs") or nonqualified

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2 The exercise price per share shall not be less than 100% of Fair Market Value

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3 Options shall vest and become exercisable as determined by the Committee

(a) No option shall be exercisable after ten years from the grant date

(b) ISOs granted to 10% stockholders shall have an exercise price of at least 110% of Fair Market Value

7. RESTRICTED STOCK AND RSUs

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1 The Committee may grant restricted stock and restricted stock units ("RSUs")

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2 The restricted period shall be determined by the Committee but shall not be

- - 5 -

3 Recipients of restricted stock shall have voting and dividend rights during

8. ADJUSTMENTS AND CORPORATE EVENTS

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1 In the event of any stock dividend, stock split, combination of shares, or ot

(a) The number and type of shares available under the Plan

(b) The terms of outstanding Awards

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2 In the event of a Change in Control (as defined in Award agreements), the

9. AMENDMENT AND TERMINATION

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1 The Board may amend, suspend, or terminate the Plan at any time, provide

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2 No amendment shall materially impair the rights under existing Awards wi

10. GENERAL PROVISIONS

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1 All Awards shall be subject to applicable withholding taxes.

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2 Awards shall not be transferable except by will or the laws of descent and c

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3 The Plan and all Awards shall be governed by Delaware law.

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4 The Plan shall terminate on March 15, 2028, unless earlier terminated by the

ADOPTED by the Board of Directors of NaviFloor Robotics, Inc. on March

APPROVED by the stockholders of NaviFloor Robotics, Inc. on April 30, 20

/s/ Dr. Sarah Chen

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Dr. Sarah Chen

Chief Executive Officer

/s/ James Wilson

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James Wilson

Corporate Secretary

