

## **SERIES C INVESTORS' RIGHTS AGREEMENT**

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THIS SERIES C INVESTORS' RIGHTS AGREEMENT (this "Agreement") was entered into on November 15, 2022, by and among NaviFloor 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 Investors are purchasing shares of the Company's Series C Preferred Stock pursuant to that certain Series C Preferred Stock Purchase Agreement

as of November 15, 2022 (the "Purchase Agreement"); and

WHEREAS, it is a condition to the closing of the sale of the Series C Preferred Stock that the Investors and the Company execute and deliver this Agreement;

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

## 1. DEFINITIONS

1 "Common Stock" means the Company's common stock, par value \$0.0001 per share.

2 "Derivative Securities" means any securities convertible into or exercisable for Common Stock.

3 "IPO" means the Company's first firm commitment underwritten public offering of Common Stock.

4 "Preferred Stock" means the Company's Series A Preferred Stock, \$0.0001 par value per share.

5 "Registrable Securities" means (i) shares of Common Stock issued

## 2. REGISTRATION RIGHTS

1 **"Demand Registration"**. If at any time after the earlier of (i) three (3)

2 **"Piggyback Registration"**. The Company shall notify all holders of

## 3. INFORMATION RIGHTS

1 **"Financial Information"**. The Company shall deliver to each Investor

(a) Audited annual financial statements within ninety (90) days after fiscal  
year end;

(b) Unaudited quarterly financial statements within forty-five (45) days  
quarter end;

(c) Monthly management reports within thirty (30) days after month end.

2 **\*\*Inspection Rights\*\***. The Company shall permit each Major Investor

#### **4. RIGHT OF FIRST REFUSAL**

1 **\*\*Subsequent Offerings\*\***. Subject to customary exceptions, the Com

2 **\*\*Exercise Period\*\***. Each Major Investor shall have twenty (20) day

#### **5. PROTECTIVE PROVISIONS**

1 The Company shall not, without the written consent of holders of at

(a) Liquidate, dissolve or wind-up the business;

(b) Amend the Certificate of Incorporation;

- (c) Create any new series of Preferred Stock;
- (d) Increase or decrease authorized capital stock;
- (e) Pay any dividend on Common Stock.

## **6. BOARD MATTERS**

1 **\*\*Size of Board\*\***. The Board of Directors shall consist of seven (7) members.

2 **\*\*Board Composition\*\***. The holders of Series C Preferred Stock shall have the right to elect two (2) members to the Board of Directors.

## **7. TERMINATION**

1 This Agreement shall terminate upon the earlier of:

- (a) The closing of an IPO;

(b) A Deemed Liquidation Event as defined in the Certificate of Incorporation.

(c) Written consent of holders of 66 % of the Registrable Securities.

## 8. MISCELLANEOUS

1 **\*\*Successors and Assigns\*\***. This Agreement shall inure to the benefit of the Company and its successors and assigns.

2 **\*\*Governing Law\*\***. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

3 **\*\*Counterparts\*\***. This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Series C Investment Agreement as of the date first above written.

COMPANY:

NAVIFLOOR ROBOTICS, INC.

**By:** \_ - 6 -

Name: Dr. Sarah Chen

Title: Chief Executive Officer

INVESTORS:

[Signature pages for Investors follow]

SCHEDULE A

List of Investors

[List of Series C investors and share amounts to follow]

