

SERIES C INVESTOR RIGHTS AGREEMENT

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THIS SERIES C INVESTOR RIGHTS AGREEMENT (this "Agreement") was entered into as of January 15, 2024, by and among NaviFloor Robotics, Inc., a corporation (the "Company"), and the investors listed on Schedule A hereto (each, an "Investor" and collectively, the "Investors").

RECITALS

WHEREAS, the Company and the Investors are parties to that certain Preferred Stock Purchase Agreement dated January 15, 2024 (the "PSPA")

Agreement"), pursuant to which the Investors have agreed to purchase the Company's Series C Preferred Stock (the "Series C Preferred");

WHEREAS, in order to induce the Investors to invest funds in the Company pursuant to the Purchase Agreement, the Company hereby agrees that the Purchase Agreement shall govern the rights of the Investors to receive certain information from the Company and to participate in future equity offerings of the Company, and shall govern certain other matters as set forth in the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1 "Common Stock" means shares of the Company's common stock, p

2 "Derivative Securities" means any securities or rights convertible int

3 "Exchange Act" means the Securities Exchange Act of 1934, as am

4 "Form S-3" means such form under the Securities Act as in effect o

5 "Holder" means any person owning or having the right to acquire Re

2. INFORMATION RIGHTS

1 Financial Information. The Company shall deliver to each Investor w

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

(b) Unaudited quarterly financial statements within 45 days after the end of each fiscal quarter;

(c) Monthly management reports within 30 days after the end of each month.

2 Inspection Rights. The Company shall permit each Investor who holds

3. RIGHT OF FIRST OFFER

1 Subject to the terms and conditions of this Section 3, if the Company

2 The Company shall give notice (the "Offer Notice") to each eligible Investor

4. REGISTRATION RIGHTS

1 Demand Registration. If the Company receives a written request from

2 Piggyback Registration. If the Company proposes to register any of

5. PROTECTIVE PROVISIONS

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

(a) Liquidate, dissolve or wind-up the business and affairs of the Com

(b) Amend, alter, or repeal any provision of the Certificate of Incorpora
Bylaws;

(c) Create or authorize any new class or series of equity security;

(d) Purchase or redeem any capital stock other than pursuant to empl
consultant agreements.

6. TERMINATION

1 This Agreement shall terminate upon the earlier of:

(a) The closing of a Qualified IPO;

(b) The completion of a Deemed Liquidation Event;

(c) The date on which no shares of Series C Preferred remain outstanding.

7. MISCELLANEOUS

1 Successors and Assigns. The rights under this Agreement may be assigned.

2 Governing Law. This Agreement shall be governed by the internal law of the State of New York.

3 Counterparts. This Agreement may be executed in two or more counterparts.

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

NAVIFLOOR ROBOTICS, INC.

By: _

Name: Dr. Sarah Chen

Title: Chief Executive Officer

INVESTORS:

[Signature pages to follow]

SCHEDULE A

List of Investors

[To be completed]

