

SERIES A RIGHT OF FIRST REFUSAL AGREEMENT - JULY 2019

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement") is made this 15th day of July, 2019, and shall be in full force and effect from and after the date hereinto as of July 15, 2019 (the "Effective Date"), by and between NAVIFLOO ROBOTICS, INC., a Delaware corporation (the "Company"), and the holder of Series A Preferred Stock listed on Exhibit A hereto (each an "Investor" and collectively, the "Investors").

RECITALS

WHEREAS, the Company has agreed to grant the Investors certain rights of

refusal with respect to future sales of the Company's securities, as set forth in this Agreement;

WHEREAS, the execution and delivery of this Agreement is a condition to the closing of the purchase of the Company's Series A Preferred Stock pursuant to that certain Series A Preferred Stock Purchase Agreement dated July 15, 2011 (the "Purchase Agreement");

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

1. DEFINITIONS

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1 "New Securities" shall mean any capital stock of the Company, whether no

(a) securities issued pursuant to the Purchase Agreement;

(b) securities issued upon conversion of any debenture, warrant, option, or other convertible security outstanding as of the Effective Date;

(c) securities issued to employees, directors, or consultants pursuant to plans or agreements approved by the Company's Board of Directors;

(d) securities issued in connection with any stock split or stock dividend;

(e) securities issued pursuant to any equipment leasing arrangement or debt financing from a bank or similar financial institution; or

(f) securities issued in connection with strategic transactions involving the Company and other entities, including joint ventures, manufacturing, marketing or distribution arrangements, or technology transfer or development arrangements.

2. RIGHT OF FIRST REFUSAL

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1 Right of First Refusal. Subject to the terms and conditions specified in this

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2 Pro Rata Share. An Investor's pro rata share for purposes of this right of fir

3. NOTICE AND EXERCISE

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1 Notice. In the event the Company proposes to undertake an issuance of Ne

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2 Exercise. If any Investor fails to exercise in full its right of first refusal with

4. TERMINATION

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1 This Agreement shall terminate upon the earlier of:

- (a) the closing of a Qualified IPO (as defined in the Company's Certificate of Incorporation);
- (b) the closing of a Deemed Liquidation Event (as defined in the Company's Certificate of Incorporation); or
- (c) the written agreement of the Company and the holders of at least a majority of the then-outstanding shares of Series A Preferred Stock.

5. MISCELLANEOUS

- 5 -

1 Successors and Assigns. This Agreement shall inure to the benefit of and b

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2 Governing Law. This Agreement shall be governed by and construed under

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

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4 Titles and Subtitles. The titles and subtitles used in this Agreement are for

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5 Notices. All notices required or permitted hereunder shall be in writing and

IN WITNESS WHEREOF, the parties have executed this Right of First Refu
Agreement as of the date first written above.

COMPANY:

NAVIFLOOR ROBOTICS, INC.

By: _

Name: Dr. Sarah Chen

Title: Chief Executive Officer

INVESTORS:

[Signature pages for Investors follow]

EXHIBIT A

List of Investors

[To be completed upon execution]

