

# **FOUNDING TEAM EMPLOYMENT CONTRACTS BUNDLE 2020**

## **POLAR DYNAMICS ROBOTICS, INC.**

*Delaware Corporation*

*Effective Date: March 1, 2020*

### **1. EXECUTIVE EMPLOYMENT AGREEMENT - DR. ELENA FROST**

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of March 1, 2020, by and between Polar Dynamics Robotics, Inc., a Delaware corporation (the "Company"), and Dr. Elena Frost ("Executive").

#### **1.1 Position and Duties**

Executive shall serve as Chief Executive Officer (CEO) of the Company, reporting directly to the Board of Directors. Executive shall have primary responsibility for the Company's strategic direction, technology roadmap, and overall business operations.

#### **1.2 Compensation and Benefits**

- (a) Base Salary: \$375,000 annually, subject to review and adjustment
- (b) Annual Bonus: Up to 100% of base salary based on Company and individual performance metrics
- (c) Equity: 2,500,000 shares of Common Stock, subject to 4-year vesting with 1-year cliff
- (d) Benefits: Standard executive benefits package including health, dental, vision, life insurance, and 401(k)

### **2. EXECUTIVE EMPLOYMENT AGREEMENT - MARCUS CHEN**

THIS EXECUTIVE EMPLOYMENT AGREEMENT is made and entered into as of March 1, 2020, by and between the Company and Marcus Chen ("Executive").

#### **2.1 Position and Duties**

Executive shall serve as Chief Technology Officer (CTO), reporting to the CEO. Executive shall lead technology development, engineering operations, and IP strategy.

#### **2.2 Compensation and Benefits**

- (a) Base Salary: \$325,000 annually

- (b) Annual Bonus: Up to 75% of base salary
- (c) Equity: 1,750,000 shares of Common Stock, 4-year vesting
- (d) Benefits: Standard executive package

### **3. PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT**

#### **3.1 Confidential Information**

Each Executive acknowledges that during employment they will have access to and help develop Company Confidential Information, including but not limited to:

- (a) Technical information: methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs
- (b) Business information: customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans

#### **3.2 Invention Assignment**

All inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, and similar items developed during employment are assigned to the Company.

### **4. NON-COMPETITION AND NON-SOLICITATION**

#### **4.1 Non-Competition Period**

During employment and for 24 months following termination, Executives shall not:

- (a) Engage in competitive business within industrial robotics automation
- (b) Design or develop cold-environment robotics systems
- (c) Provide services to competing enterprises

#### **4.2 Non-Solicitation**

Executives shall not solicit Company employees, contractors, customers, or partners for 24 months post-termination.

### **5. TERMINATION PROVISIONS**

#### **5.1 Termination for Cause**

The Company may terminate for:

- (a) Material breach of agreement
- (b) Gross negligence or willful misconduct
- (c) Conviction of felony
- (d) Material violation of Company policies

## **5.2 Severance Benefits**

If terminated without cause:

- (a) 12 months base salary continuation
- (b) Pro-rated annual bonus
- (c) 12 months health benefits continuation
- (d) Accelerated vesting of equity per schedule

## **6. GENERAL PROVISIONS**

### **6.1 Governing Law**

This Agreement shall be governed by Delaware law without regard to conflicts of law principles.

### **6.2 Dispute Resolution**

All disputes shall be resolved through binding arbitration in Delaware under AAA rules.

### **6.3 Assignment**

This Agreement may not be assigned by Executive but may be assigned by the Company to a successor entity.

## **7. EXECUTION**

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

POLAR DYNAMICS ROBOTICS, INC.

**By:** \_

Name: Katherine Wells

Title: Chief Financial Officer

Date: March 1, 2020

EXECUTIVE:

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Dr. Elena Frost

Date: March 1, 2020

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Marcus Chen

Date: March 1, 2020

## **8. ACKNOWLEDGMENT**

State of Delaware

County of New Castle

On March 1, 2020, before me personally appeared Dr. Elena Frost and Marcus Chen, who acknowledged under oath to be the persons whose names are subscribed to this Agreement.

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Notary Public

My Commission Expires: [DATE]

[SEAL]