TECHNICAL LEAD EMPLOYMENT AGREEMENT

TECHNICAL LEAD EMPLOYMENT AGREEME

THIS TECHNICAL LEAD EMPLOYMENT AGREEMENT (the "Agreem
into as of [DATE] by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with it
of business at [ADDRESS] ("Company")

and

[EMPLOYEE NAME], an individual residing at [ADDRESS] ("Employe

1. POSITION AND DUTIES

1. **Position.** Company hereby employs Employee as Technical Lea

2. **Duties.** Employee shall:

(a) Lead technical development of Company's BlueCore(TM) technolo related autonomous mobile robot systems

(b) Manage a team of software and robotics engineers

(c) Architect cold-environment navigation and control systems

(d) Ensure quality and reliability of Company's proprietary technologie

(e) Collaborate with product management on technical roadmap

(f) Participate in technical due diligence with customers and partners

(g) Other duties as reasonably assigned by the CTO

2. COMPENSATION AND BENEFITS

1. **Base Salary.** Company shall pay Employee an annual base sala

2. **Annual Bonus.** Employee shall be eligible for an annual perform

3. **Equity.** Subject to approval by the Board of Directors, Employee

4. **Benefits.** Employee shall be eligible to participate in Company's

3. INTELLECTUAL PROPERTY

1. **Assignment.** Employee hereby assigns to Company all right, titl

(a) Inventions, improvements, designs, original works of authorship, fo processes, compositions of matter, computer software programs, data works, and trade secrets ("Inventions") that Employee develops during

(b) Patents, patent rights, copyrights, mask work rights, trade secret ri

and other intellectual property rights ("IP Rights") relating to such Inve

2. **Prior Inventions.** Employee has attached as Exhibit A a list of pr

3. **Assistance.** Employee agrees to assist Company in obtaining a

4. CONFIDENTIALITY

1. **Confidential Information.** Employee shall maintain strict confide

(a) Technical information including BlueCore(TM) technology, robotics

algorithms, source code

(b) Business information including customer data, pricing, strategies

(c) Other confidential information obtained during employment

2. **Exceptions.** Confidentiality obligations do not apply to informatio

(a) Becomes publicly available through no fault of Employee

(b) Was known to Employee prior to employment

(c) Is received from a third party without confidentiality obligations

(d) Must be disclosed by law or court order

5. RESTRICTIVE COVENANTS

1. **Non-Competition.** During employment and for 12 months after,

(a) Work for competitors in autonomous robotics for cold environment

(b) Develop competing cold-resistant navigation or power systems

(c) Provide services to Company's customers or prospects

2. **Non-Solicitation.** During employment and for 12 months after, E

(a) Solicit Company's employees or contractors

(b) Solicit Company's customers or prospects

6. TERM AND TERMINATION

1. **Term.** This Agreement commences on [START DATE] and cont

2. **Termination by Company.**

(a) For Cause: Immediate termination for misconduct, violation of poli

(b) Without Cause: 30 days written notice

3. **Termination by Employee.** 30 days written notice required.

4. **Effect of Termination.** Upon termination:

(a) Company shall pay accrued compensation

(b) Employee shall return Company property

(c) Confidentiality and IP obligations survive

(d) Restrictive covenants remain in effect

7. GENERAL PROVISIONS

1. **Governing Law.** This Agreement shall be governed by Delaware

2. **Entire Agreement.** This Agreement constitutes the entire unders

3. **Amendments.** This Agreement may only be modified in writing s

4. **Severability.** If any provision is found invalid, remaining provisio

IN WITNESS WHEREOF, the parties have executed this Agreement a
first above written.

POLARDYNAMICS ROBOTICS, INC.

By:

Name: Marcus Chen

Title: Chief Technology Officer

EMPLOYEE:

[Employee Name]