

# **NON-COMPETE AND CONFIDENTIALITY AGREEMENT**

**THIS NON-COMPETE AND CONFIDENTIALITY AGREEMENT (the "Agreement") is made effective as of \_\_, 20 (the "Effective Date"), by and between:**

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2850 Innovation Drive, Cambridge, Massachusetts 02142 ("Company")

and

\_\_, an individual residing at \_ ("Employee")

## **RECITALS**

WHEREAS, the Company is engaged in the business of developing and manufacturing ruggedized autonomous mobile robots with proprietary cold-environment navigation and operation systems for industrial applications;

WHEREAS, the Employee will have access to confidential information, trade secrets, and proprietary technology of the Company; and

WHEREAS, the Company desires to protect its legitimate business interests through this Agreement.

NOW, THEREFORE, in consideration of employment or continued employment with the Company and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **1. DEFINITIONS**

1 "Confidential Information" means any and all non-public information, including but not limited to:

- (a) Technical information, including the IceNav AI navigation platform, cold-resistant actuator technology, thermal management systems, and related software;
- (b) Business information, including customer lists, pricing, marketing strategies, and financial data;
- (c) Research and development information, including product designs, prototypes, and testing data;
- (d) Any other information designated as confidential by the Company.

2 "Restricted Business" means any business that develops, manufactures, or sells autonomous mobile robots for cold storage or temperature-controlled environments.

3 "Restricted Territory" means North America, Europe, and Asia.

## **2. CONFIDENTIALITY OBLIGATIONS**

1 The Employee agrees to:

- (a) Maintain strict confidentiality of all Confidential Information;
- (b) Use Confidential Information solely for the benefit of the Company;
- (c) Not disclose Confidential Information to any third party without prior written consent;
- (d) Take reasonable precautions to prevent unauthorized disclosure.

2 These obligations shall survive the termination of employment for a period of five (5) years.

## **3. NON-COMPETE PROVISIONS**

1 During employment and for a period of two (2) years following termination, the Employee shall not:

- (a) Engage in Restricted Business within the Restricted Territory;
- (b) Own, manage, operate, control, or participate in ownership/management of a Restricted Business;
- (c) Act as an advisor, consultant, or contractor to a Restricted Business.

2 The Employee acknowledges that these restrictions are reasonable and necessary to protect the Company's legitimate business interests.

## **4. NON-SOLICITATION**

1 During employment and for two (2) years following termination, the Employee shall not:

- (a) Solicit any customer or potential customer of the Company;
- (b) Hire or solicit any employee or contractor of the Company;
- (c) Interfere with any business relationship of the Company.

## **5. INTELLECTUAL PROPERTY**

1 The Employee agrees that all inventions, improvements, and developments related to the Company's business created during employment are the exclusive property of the Company.

2 The Employee will promptly disclose and assign all such intellectual property to the Company.

## **6. RETURN OF PROPERTY**

1 Upon termination of employment, the Employee shall immediately return:

- (a) All documents containing Confidential Information;
- (b) All devices, equipment, and materials belonging to the Company;
- (c) All electronic copies of Confidential Information.

## **7. REMEDIES**

1 The Employee acknowledges that monetary damages would be inadequate for any breach of this Agreement.

2 The Company shall be entitled to injunctive relief in addition to any other available remedies.

## **8. SEVERABILITY**

1 If any provision is found to be unenforceable, the remaining provisions shall continue in full force and effect.

2 Any unenforceable provision shall be modified to the minimum extent necessary to be enforceable.

## **9. GOVERNING LAW**

1 This Agreement shall be governed by the laws of the State of Delaware.

2 Any disputes shall be resolved in the state or federal courts located in Delaware.

## **10. ENTIRE AGREEMENT**

1 This Agreement constitutes the entire understanding between the parties regarding these matters.

2 This Agreement may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

POLAR DYNAMICS ROBOTICS, INC.

**By:** \_

**Name:** \_

**Title:** \_

**Date:** \_

EMPLOYEE:

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**Name:** \_

**Date:** \_

WITNESS:

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**Name:** \_

**Date:** \_