EXECUTIVE EMPLOYMENT AGREEMENT

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THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") as of March 1, 2024 (the "Effective Date"), by and between POLAR D ROBOTICS, INC., a Delaware corporation (the "Company"), and DR. ("Executive").

RECITALS

WHEREAS, the Company desires to employ Executive as its Chief Te Officer, and Executive desires to accept such employment, subject to and conditions set forth in this Agreement;

WHEREAS, Executive possesses certain specialized knowledge and autonomous robotics systems and cold-environment technologies that to the Company's business; and

WHEREAS, the Company and Executive wish to establish their respections in connection with Executive's employment.

NOW, THEREFORE, in consideration of the mutual promises and covherein, the parties agree as follows:

1. EMPLOYMENT AND DUTIES

1 **Position**. The Company hereby employs Executive as Chief Tec

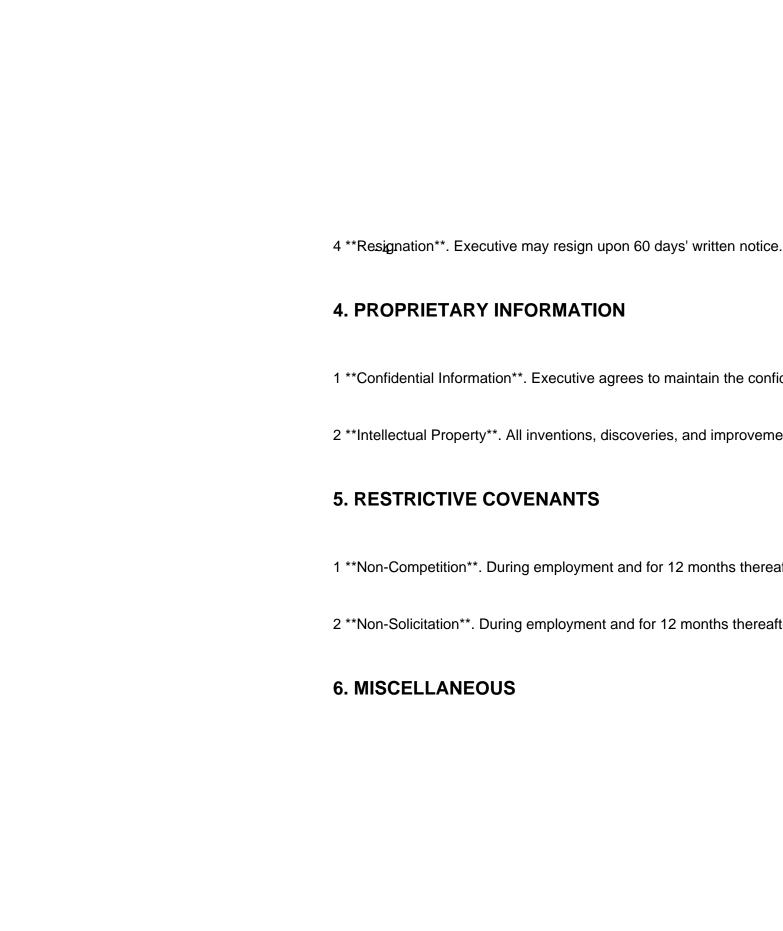
2 **Duties**. Executive shall devote her full business time, attention, a

3 **Location**. Executive's primary work location shall be the Compar
2. COMPENSATION AND BENEFITS
1 **Base Salary**. Executive shall receive an annual base salary of \$3
2 **Annual Bonus**. Executive shall be eligible for an annual performa 3 **Equity Compensation**. Executive shall be granted 150,000 restrictions.
4 **Benefits**. Executive shall be eligible to participate in all employee
5 **Expenses**. The Company shall reimburse Executive for reasonal
3. TERM AND TERMINATION

- 1 **Term**. This Agreement shall commence on the Effective Date ar
- 2 **Termination Without Cause**. The Company may terminate Execu
- (a) 12 months' base salary continuation
- (b) Pro-rated annual bonus for the year of termination
- (c) 12 months' COBRA premium reimbursement
- 3 **Termination for Cause**. The Company may terminate Executive's

(d) Accelerated vesting of equity awards that would have vested withi

- (a) Material breach of this Agreement
- (b) Gross negligence or willful misconduct
- (c) Fraud or dishonesty
- (d) Conviction of a felony
- (e) Material violation of Company policies



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

2 **Arbitration**. Any disputes shall be resolved through binding arbitr

3 **Severability**. If any provision is held invalid, the remaining provis

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

5 **Amendment**. This Agreement may be amended only by written i

IN WITNESS WHEREOF, the parties have executed this Agreement

Date.

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Dr. Elena Frost

Title: Chief Executive Officer
Date:
EXECUTIVE:
Dr. Sarah Frost
Date: