

SEVERANCE AGREEMENT AND RELEASE

THIS SEVERANCE AGREEMENT AND RELEASE (the "Agreement") is made and entered into as of [DATE] by and between POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation (the "Company"), and [EXECUTIVE NAME], an individual ("Executive").

1. RECITALS

WHEREAS, Executive has served as [TITLE] of the Company pursuant to that certain Employment Agreement dated [DATE] (the "Employment Agreement");

WHEREAS, Executive's employment with the Company will terminate effective [DATE] (the "Separation Date"); and

WHEREAS, the parties desire to set forth their mutual rights and obligations regarding Executive's separation from the Company.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

2. DEFINITIONS

1 "Confidential Information" means all proprietary and confidential information of the Company, including but not limited to the IceNav platform, cold-resistant actuator technology, thermal management systems, customer data, pricing, and business strategies.

2 "Covered Period" means the period of twenty-four (24) months following the Separation Date.

3. SEPARATION BENEFITS

1 **Severance Pay.** The Company shall pay Executive severance in the amount of [NUMBER] months of Executive's base salary (\$[AMOUNT]), less applicable withholdings, payable in accordance with the Company's regular payroll practices.

2 **COBRA Coverage.** If Executive elects COBRA continuation coverage, the Company shall reimburse Executive for the COBRA premiums for Executive and eligible dependents for [NUMBER] months following the Separation Date.

3 **Equity Treatment.** Executive's outstanding equity awards shall be treated as follows:

- (a) All vested stock options as of the Separation Date shall remain exercisable for [NUMBER] months following the Separation Date
- (b) [NUMBER] unvested restricted stock units shall accelerate and vest as of the Separation Date
- (c) All other unvested equity awards shall be forfeited

4. EXECUTIVE OBLIGATIONS

1 ****Return of Property.**** Executive shall return all Company property, including laptops, security badges, files, and documents containing Confidential Information.

2 ****Confidentiality.**** Executive shall maintain strict confidentiality of all Confidential Information and shall not disclose such information to any third party.

3 ****Non-Competition.**** During the Covered Period, Executive shall not engage in any business that competes with the Company's autonomous mobile robot business for cold environments.

4 ****Non-Solicitation.**** During the Covered Period, Executive shall not:

- (a) Solicit any Company customer or prospective customer
- (b) Hire or solicit any Company employee or contractor
- (c) Interfere with any Company business relationship

5. RELEASE OF CLAIMS

1 ****General Release.**** Executive hereby releases the Company from all claims arising from Executive's employment or its termination, including but not limited to:

- (a) Claims under federal, state, or local laws
- (b) Claims for discrimination, harassment, or retaliation
- (c) Claims for breach of contract or tort
- (d) Claims for wages, benefits, or equity compensation

2 ****Excluded Claims.**** This release excludes:

- (a) Claims that cannot be waived by law
- (b) Claims for enforcement of this Agreement
- (c) Claims for vested benefits
- (d) Claims arising after the date Executive signs this Agreement

6. MISCELLANEOUS

- 1 ****Governing Law.**** This Agreement shall be governed by Delaware law.
- 2 ****Entire Agreement.**** This Agreement constitutes the entire agreement between the parties regarding Executive's separation.
- 3 ****Modification.**** This Agreement may only be modified in writing signed by both parties.
- 4 ****Severability.**** If any provision is held invalid, the remaining provisions shall remain in effect.
- 5 ****Review Period.**** Executive has twenty-one (21) days to review this Agreement and seven (7) days after signing to revoke.

7. ACKNOWLEDGMENT

Executive acknowledges that:

- (a) Executive has read this Agreement carefully
- (b) Executive understands all terms and their consequences
- (c) Executive has been advised to consult with an attorney
- (d) Executive signs this Agreement voluntarily

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

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: _

Title:

EXECUTIVE:

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[EXECUTIVE NAME]

Date: