

EMPLOYEE CONFIDENTIALITY AND IP AGREEMENT

EMPLOYEE CONFIDENTIALITY AND INTEL

THIS EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PRO

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal
business at 2500 Innovation Drive, Wilmington, Delaware 19801 (the "Com

and

_, an individual residing at _ (the "Employee").

1. RECITALS

WHEREAS, the Company is engaged in the business of developing and commercializing advanced autonomous mobile robots (AMRs) and related technologies, including proprietary terrain-mapping and navigation systems, LiDAR integration, depth-sensing algorithms, and fleet management platform "Business");

WHEREAS, the Employee will have access to and knowledge of Confidential Information and Intellectual Property of the Company in the course of employment; and

WHEREAS, the Company wishes to protect its legitimate business interests preventing unauthorized disclosure of its Confidential Information and secure ownership of Intellectual Property developed by its employees.

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

2. DEFINITIONS

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1 "Confidential Information" means all non-public information, whether in o

(a) Technical information, including robot design specifications, navigation algorithms, terrain-mapping methodologies, LiDAR integration techniques, s configurations, and software source code;

(b) Business information, including customer lists, pricing strategies, market analyses, and business plans;

(c) Research and development information, including experimental results, testing data, and product roadmaps;

(d) Any other information designated as confidential by the Company.

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2 "Intellectual Property" means all:

- (a) Patents, patent applications, and patent rights;
- (b) Copyrights, copyright registrations, and copyright applications;
- (c) Trade secrets and confidential information;
- (d) Algorithms, software, source code, and documentation;
- (e) Other intellectual property rights and proprietary rights.

3. CONFIDENTIALITY OBLIGATIONS

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1 The Employee agrees to:

- (a) Hold all Confidential Information in strict confidence;
- (b) Not disclose Confidential Information to any third party without prior written consent;
- (c) Use Confidential Information solely for the benefit of the Company;

- (d) Take reasonable precautions to prevent unauthorized disclosure;
- (e) Immediately notify the Company of any unauthorized disclosure.

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2 These obligations shall not apply to information that:

- (a) Was publicly known prior to disclosure;
- (b) Becomes publicly known through no fault of Employee;
- (c) Is required to be disclosed by law or court order.

4. INTELLECTUAL PROPERTY ASSIGNMENT

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1 The Employee hereby assigns to the Company all right, title, and interest in

- (a) All Intellectual Property conceived, developed, or reduced to practice during employment;

(b) All Intellectual Property relating to the Company's Business or research and development;

(c) All Intellectual Property created using Company resources or facilities.

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2 The Employee agrees to:

(a) Promptly disclose all Intellectual Property to the Company;

(b) Execute all documents necessary to perfect the Company's rights;

(c) Assist in patent, copyright, or trademark applications;

(d) Testify in any legal proceedings regarding such Intellectual Property.

5. RETURN OF MATERIALS

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1 Upon termination of employment, the Employee shall:

- (a) Return all Company property, documents, and materials;
- (b) Delete all Confidential Information from personal devices;
- (c) Certify compliance with these obligations in writing.

6. RESTRICTIVE COVENANTS

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1 During employment and for two (2) years thereafter, Employee shall not:

- (a) Solicit Company employees, contractors, or consultants;
- (b) Solicit Company customers or business partners;
- (c) Engage in competitive business activities within the field of autonomous mobile robots.

7. REMEDIES

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1 The Employee acknowledges that:

(a) Breach of this Agreement would cause irreparable harm;

(b) Monetary damages alone would be inadequate;

(c) The Company shall be entitled to injunctive relief.

8. GENERAL PROVISIONS

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1 This Agreement shall be governed by Delaware law.

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2 This Agreement represents the entire agreement regarding confidentiality a

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3 If any provision is found invalid, the remainder shall remain in effect.

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

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5 This Agreement shall survive termination of employment.

9. EXECUTION

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

NAVIFLOOR ROBOTICS, INC.

By: _

Name: _

Title: _

EMPLOYEE:

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Name: _

Date: _

