

EMPLOYEE CONFIDENTIALITY AGREEMENT

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THIS EMPLOYEE CONFIDENTIALITY AGREEMENT (the "Agreement")

BY AND BETWEEN:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with

AND

__, an individual residing at __ (the "Employee")

1. RECITALS

WHEREAS, the Employee will be employed by the Company in a position that will require the Employee to provide access to confidential and proprietary information relating to the Company's business, including but not limited to its BlueCore(TM) technology platform, autonomous mobile robot systems, cold-environment navigation technologies, and other intellectual property;

WHEREAS, the Company wishes to ensure the protection of its Confidential Information (as defined below) and other legitimate business interests;

WHEREAS, the Employee acknowledges that the protection of the Company's Confidential Information is of critical importance to the Company's business and competitive position.

NOW, THEREFORE, in consideration of the Employee's employment

employment with the Company and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the following terms and conditions shall apply:

2. DEFINITIONS

1 "Confidential Information" means any and all non-public information

(a) Technical information, including the BlueCore(TM) technology platform, robotics designs, algorithms, software code, engineering specifications, research and development data, testing procedures, and manufacturing

(b) Business information, including customer lists, pricing strategies, market analyses, business plans, financial data, supplier relationships, and marketing strategies;

(c) Trade secrets as defined under applicable law;

(d) Intellectual property, whether patented, patentable, or otherwise protected by law; and

(e) Any other information that has commercial value to the Company or its Company competitive advantage in the marketplace.

3. CONFIDENTIALITY OBLIGATIONS

1 The Employee agrees to:

(a) Hold all Confidential Information in strictest confidence;

(b) Not disclose, distribute, reproduce, or use any Confidential Information except as necessary to perform duties for the Company;

(c) Not reverse engineer, decompile, or disassemble any Company proprietary technology;

(d) Take reasonable security precautions to prevent unauthorized access to Confidential Information;

(e) Immediately notify the Company of any unauthorized disclosure or use of Confidential Information.

2 The Employee acknowledges that all Confidential Information remains the property of the Company.

4. EXCLUSIONS

1 The confidentiality obligations shall not apply to information that:

(a) Was publicly known at the time of disclosure;

(b) Becomes publicly known through no fault of the Employee;

(c) Was lawfully received from a third party without restriction;

(d) Is required to be disclosed by law or government order, provided that Employee gives Company prompt written notice and opportunity to object.

5. RETURN OF MATERIALS

1 Upon termination of employment or at Company's request, Employee shall:

(a) Return all documents, records, and materials containing Confidential Information;

(b) Delete all Confidential Information from personal devices and storage;

(c) Certify in writing compliance with these requirements.

6. INTELLECTUAL PROPERTY

1 Employee agrees that all inventions, improvements, developments,

2 Employee agrees to:

(a) Promptly disclose all such intellectual property to Company;

(b) Assign all rights, title, and interest to Company;

(c) Assist Company in obtaining and enforcing intellectual property rig

7. NON-SOLICITATION

1 During employment and for twelve (12) months thereafter, Employee

(a) Solicit Company's employees to leave their employment;

(b) Solicit Company's customers, suppliers, or business partners to terminate their relationship with Company.

8. REMEDIES

1 Employee acknowledges that:

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

(b) Monetary damages alone would be inadequate remedy;

(c) Company shall be entitled to injunctive relief and specific performance.

9. GENERAL PROVISIONS

1 This Agreement shall be governed by Delaware law.

2 This Agreement represents the entire understanding between parties.

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

4 If any provision is found unenforceable, remaining provisions shall survive.

5 This Agreement shall survive termination of employment.

10. ACKNOWLEDGMENT

Employee has read this Agreement, understands its terms, and agrees to be bound by its provisions.

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

POLAR_gDYNAMICS ROBOTICS, INC.

By: _

Name: _

Title: _

Date: _

EMPLOYEE:

Signature: _

Print Name: _

Date: _

