

# RSU AGREEMENT TEMPLATE

## RESTRICTED STOCK UNIT AGREEMENT

### POLAR DYNAMICS ROBOTICS, INC. 2024 EQUITY

THIS RESTRICTED STOCK UNIT AGREEMENT (the "Agreement") is made this [DATE] day of [MONTH], 20[DATE], as of [DATE] (the "Grant Date"), by and between Polar Dynamics Robotics, Inc., a Delaware corporation (the "Company"), and [PARTICIPANT NAME] (the "Participant").

#### 1. GRANT OF RESTRICTED STOCK UNITS

Subject to the terms and conditions of this Agreement and the Company's 2024

Equity Incentive Plan (the "Plan"), the Company hereby grants to the Participant [NUMBER] restricted stock units (the "RSUs"). Each RSU represents the right to receive one share of the Company's Common Stock, par value \$0.001 per share (the "Common Stock"), subject to the vesting requirements and other conditions set forth herein.

## **2. VESTING SCHEDULE**

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1 Regular Vesting. Subject to Participant's continuous Service (as defined in

(a) 25% of the total number of RSUs shall vest on the first anniversary of the Vesting Commencement Date;

(b) The remaining 75% shall vest in equal quarterly installments over the following three years.

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2 Vesting Commencement Date: [DATE]

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3 Accelerated Vesting. Notwithstanding Section 2.1:

(a) In the event of a Change in Control (as defined in the Plan), any unvested RSUs shall accelerate and become fully vested immediately prior to such Change in Control.

(b) The Board or Compensation Committee may, in its discretion, accelerate vesting of the RSUs in other circumstances.

### **3. SETTLEMENT OF RSUs**

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1 Timing of Settlement. Vested RSUs shall be settled by the Company delivered

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2 Securities Law Compliance. No shares shall be issued upon settlement unless

#### **4. RESTRICTIONS ON TRANSFER**

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1 The RSUs may not be sold, assigned, transferred, pledged, hypothecated, or

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2 Any attempt to transfer RSUs in violation of this Section 4 will be null and

#### **5. TERMINATION OF SERVICE**

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1 Upon termination of Participant's Service for any reason, all unvested RSUs

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2 Previously vested RSUs shall be settled in accordance with Section 3, rega

## 6. TAX CONSEQUENCES

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1 Tax Withholding. The Company shall have the right to deduct from any co

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2 Section 409A. This Agreement is intended to comply with Section 409A o

## 7. RIGHTS AS STOCKHOLDER

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1 The Participant shall have no rights as a stockholder with respect to any sh

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2 No adjustment shall be made for dividends or other rights for which the rec

## **8. ADJUSTMENTS**

In the event of any merger, reorganization, consolidation, recapitalization, stock dividend, stock split, or similar change affecting the Common Stock, appropriate adjustments shall be made to the number and kind of shares subject to outstanding RSUs.

## **9. GOVERNING PLAN DOCUMENT**

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1 The RSUs are subject to all provisions of the Plan, which are hereby incorporated by reference.

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2 In the event of any conflict between this Agreement and the Plan, the Plan shall govern.

## **10. MISCELLANEOUS**

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1 Notices. Any notice required under this Agreement shall be given in writing

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2 Entire Agreement. This Agreement and the Plan constitute the entire agree

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3 Amendment. This Agreement may be amended only by written agreement

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4 Governing Law. This Agreement shall be governed by the laws of the State

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

Date first above written.

POLAR DYNAMICS ROBOTICS, INC.

**By:** \_ - 7 -

Name: Victoria Wells

Title: Chief Financial Officer

PARTICIPANT:

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[Participant Name]

**Date:**



