

OFFICER INDEMNIFICATION AGREEMENT TEMPLATE

OFFICER INDEMNIFICATION AGREEMENT

THIS OFFICER INDEMNIFICATION AGREEMENT (this "Agreement") is entered into as of [DATE], by and between POLAR DYNAMICS ROBOTICS, INC., a corporation (the "Company"), and [OFFICER NAME] ("Indemnitee").

RECITALS

WHEREAS, highly competent persons have become more reluctant to serve corporations as officers unless they are provided with adequate protection through insurance and indemnification against risks of claims and actions

against them arising out of their service to the corporation;

WHEREAS, the Board of Directors of the Company (the "Board") has determined that, in order to attract and retain qualified individuals as officers, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries as officers;

WHEREAS, the Company's Bylaws require indemnification of the officers of the Company, and Indemnatee may also be entitled to indemnification pursuant to Delaware General Corporation Law ("DGCL");

WHEREAS, the Bylaws and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and its officers with respect to indemnification;

NOW, ~~THE~~ ² ~~HEREFORE~~, in consideration of Indemnatee's agreement to serve as an officer of the Company, the parties hereto agree as follows:

1. SERVICES TO THE COMPANY

Indemnatee agrees to serve as an officer of the Company. Indemnatee may at any time and for any reason resign from such position (subject to any contractual obligation the Indemnatee may have under any other agreement with the Company).

2. DEFINITIONS

-

1. "Corporate Status" describes the status of a person who is or was a director or officer of the Company.

-

2. "Proceeding" means any threatened, pending or completed action, suit, arbitration or claim, whether or not commenced by a party.

- - 3 -

3. "Expenses" shall include all reasonable attorneys' fees, retainers, court costs

3. INDEMNIFICATION

-

1. The Company shall indemnify Indemnitee if Indemnitee was or is a party

-

2. The Company shall advance all reasonable Expenses incurred by Indemnitee

4. LIMITATIONS ON INDEMNIFICATION

-

1. The Company shall not be obligated to indemnify Indemnitee for Expenses

- - 4 -

2. The Company shall not be obligated to indemnify Indemnatee for any amount

5. NOTIFICATION AND DEFENSE OF CLAIM

-

1. Indemnatee shall notify the Company in writing of any matter with respect to

-

2. With respect to any Proceeding as to which Indemnatee notifies the Company

(a) The Company will be entitled to participate therein at its own expense;

(b) The Company shall be entitled to assume the defense thereof, with counsel reasonably satisfactory to Indemnatee.

6. DURATION OF AGREEMENT

- 5 -

1. This Agreement shall continue until and terminate upon the later of:

(a) Ten (10) years after Indemnitee has ceased to serve as an officer of the Company; or

(b) The final termination of all pending Proceedings in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder.

7. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, executors, and personal and legal representatives.

9. GOVERNING LAW

This Agreement and all acts and transactions pursuant hereto shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

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

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name:

Title:

INDEMNITEE

—

Name:

Address:

