OFFICER INDEMNIFICATION AGREEMENT TEMPLATE

OFFICER INDEMNIFICATION AGREEMENT

THIS OFFICER INDEMNIFICATION AGREEMENT (this "Agreement") is into as of [DATE], by and between POLAR DYNAMICS ROBOTICS, INC 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 Company, and Indemnitee may also be entitled to indemnification pursuant to Delaware General Corporation Law ("DGCL");

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

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve as officer of the Company, the parties hereto agree as follows:

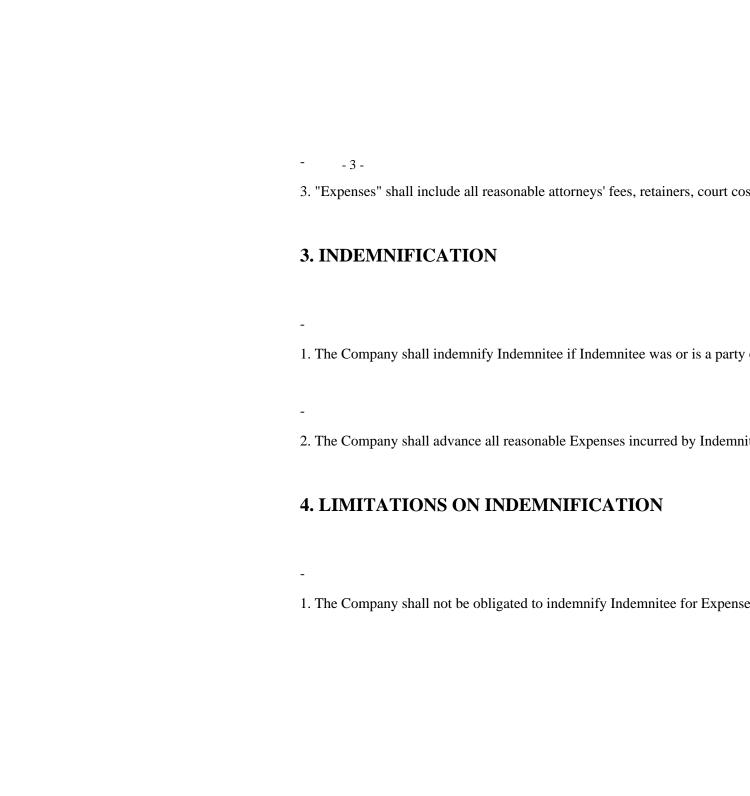
1. SERVICES TO THE COMPANY

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

2. DEFINITIONS

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

2. "Proceeding" means any threatened, pending or completed action, suit, art



- 4 -

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

5. NOTIFICATION AND DEFENSE OF CLAIM

-

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

.

- 2. With respect to any Proceeding as to which Indemnitee notifies the Compa
- (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 couns reasonably satisfactory to Indemnitee.

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 o 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 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 govern 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:

