

IP ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

THIS IP ASSIGNMENT AND CONFIDENTIALITY AGREEMENT (the "Agreement") is made effective as of March 15, 2024 (the "Effective Date"), by and between POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2100 Innovation Drive, Cambridge, Massachusetts 02142 ("Company"), and the undersigned employee or consultant ("Individual").

1. DEFINITIONS

1 "Confidential Information" means any and all technical and non-technical information provided by Company to Individual, including but not limited to: (a) patent applications, trade secrets, and other proprietary information; (b) research, software, development, products, services, processes, designs, business plans and strategies, marketing data, customer lists; (c) the Company's proprietary IceNav(TM) navigation platform, cold-resistant actuator technology, and thermal management systems; and (d) any other information designated as confidential by Company in writing.

2 "Intellectual Property" means any and all inventions, discoveries, developments, improvements, works of authorship, concepts, ideas, processes, methods, know-how, designs, algorithms, software programs, and other intellectual property, whether or not patentable or registrable under patent, copyright, trademark or similar statutes.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY

1 Individual hereby assigns to Company all right, title, and interest worldwide in and to any Intellectual Property that Individual creates, develops, or reduces to practice, either alone or jointly with others, during Individual's employment or engagement with Company that: (a) relates to Company's business or anticipated research and development; (b) results from tasks assigned by Company; or (c) results from the use of Company's premises or resources.

2 Individual agrees to assist Company in obtaining and enforcing patents, copyrights, trademarks, and other legal protections for the Company's Intellectual Property in any and all countries. Individual will execute any documents that Company may reasonably request for use in obtaining or enforcing such protection.

3. CONFIDENTIALITY OBLIGATIONS

1 Individual agrees to hold all Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Individual shall use Confidential Information solely for the purpose of performing duties for Company.

2 Individual's obligations under this Section 3 shall not apply to information that: (a) was publicly known at the time of disclosure; (b) becomes publicly known through no fault of Individual; (c) was rightfully known by Individual without confidentiality restrictions prior to Company's disclosure; or (d) is required to be disclosed by law or governmental order.

4. SPECIFIC PROTECTIONS FOR PROPRIETARY TECHNOLOGY

1 Individual acknowledges that Company's cold-resistant actuator technology, thermal management systems, and IceNav(TM) navigation platform constitute highly valuable trade secrets. Individual shall take special precautions to maintain the confidentiality of these core technologies, including:

- (a) Maintaining all technical documentation in Company's secure document management system;
- (b) Not accessing technical specifications except as required for assigned duties;
- (c) Not copying or transferring technical data to any personal devices or storage;
- (d) Immediately reporting any potential security breaches or unauthorized access.

5. RETURN OF MATERIALS

1 Upon termination of employment or engagement with Company, Individual will promptly return all materials containing Confidential Information, including but not limited to: documents, drawings, specifications, software, electronic files, and any other property belonging to Company.

6. NON-COMPETITION AND NON-SOLICITATION

1 During employment and for twelve (12) months thereafter, Individual shall not:

- (a) Engage in any business that competes with Company's autonomous mobile robot technology for cold environments;
- (b) Solicit any employee, consultant, or customer of Company to terminate their relationship with Company.

7. TERM AND TERMINATION

1 This Agreement shall remain in effect throughout Individual's employment or engagement with

Company and shall survive the termination of such relationship.

2 Sections 2, 3, 4, 5, and 6 shall survive termination of this Agreement.

8. GENERAL PROVISIONS

1 This Agreement shall be governed by the laws of the State of Delaware.

2 If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible.

3 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements.

4 This Agreement may not be amended except in writing signed by both parties.

9. ACKNOWLEDGMENT

Individual has read this Agreement carefully and understands its terms.

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Elena Frost, Ph.D.

Title: Chief Executive Officer

INDIVIDUAL:

Signature:

Name:

Date:

[NOTARY ACKNOWLEDGMENT]

State of

County of

On this _ day of , 2024, before me personally appeared , known to me to be the person whose

name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Notary Public

My Commission Expires: