

RESTRICTED STOCK UNIT PLAN

POLAR DYNAMICS ROBOTICS, INC.

Effective as of March 1, 2024

1. PURPOSE AND SCOPE

1 This Restricted Stock Unit Plan (the "Plan") is established by Polar Dynamics Robotics, Inc., a Delaware corporation (the "Company"), to attract, retain, and motivate key employees, directors, and consultants through the grant of restricted stock unit awards ("RSUs").

2 The Plan provides for the issuance of up to 2,500,000 shares of the Company's Common Stock, subject to adjustment as provided herein.

2. DEFINITIONS

1 "Administrator" means the Board or the Committee appointed to administer the Plan.

2 "Board" means the Board of Directors of the Company.

3 "Change in Control" means (i) acquisition of more than 50% of Company voting power; (ii) merger, consolidation, or sale resulting in change of majority ownership; or (iii) sale of substantially all Company assets.

4 "Committee" means the Compensation Committee of the Board.

5 "Fair Market Value" means, as of any date, the value of Common Stock as determined by the Board in good faith.

3. ADMINISTRATION

1 The Administrator shall have full power and authority to:

- (a) Select Plan participants
- (b) Determine RSU quantities and terms
- (c) Interpret Plan provisions
- (d) Adopt rules and procedures
- (e) Make all determinations necessary for Plan administration

2 All decisions by the Administrator shall be final and binding on all parties.

4. ELIGIBILITY AND PARTICIPATION

1 Eligible participants include employees, directors, and consultants of the Company and its subsidiaries.

2 Participation shall be limited to individuals who provide direct services to the Company's robotics development, manufacturing, or deployment operations.

5. RSU TERMS AND CONDITIONS

1 Vesting Schedule

- (a) Standard four-year vesting with one-year cliff
- (b) 25% vests after year one
- (c) Remaining 75% vests quarterly thereafter
- (d) Accelerated vesting upon Change in Control

2 Settlement

- (a) RSUs settle in shares of Common Stock
- (b) Settlement occurs within 30 days of vesting
- (c) Net settlement permitted for tax withholding

3 Termination of Service

- (a) Unvested RSUs forfeit upon termination
- (b) Vested RSUs settle per normal schedule
- (c) Death/disability provisions per Section 7

6. ADJUSTMENTS AND CORPORATE EVENTS

1 The Administrator shall make appropriate adjustments to:

- (a) Number of shares reserved
- (b) Outstanding RSU quantities
- (c) Other relevant Plan terms

2 Adjustments triggered by:

- (a) Stock splits/combinations
- (b) Recapitalizations
- (c) Similar corporate events

7. DEATH AND DISABILITY

1 Upon death or permanent disability:

- (a) 12 months' additional vesting credit
- (b) Extended settlement window
- (c) Beneficiary designation applies

8. AMENDMENT AND TERMINATION

1 The Board may amend or terminate the Plan at any time.

2 No amendment shall materially impair existing RSU rights without participant consent.

9. COMPLIANCE AND MISCELLANEOUS

1 Securities Law Compliance

- (a) RSUs subject to securities laws
- (b) Registration or exemption required
- (c) Investment representations may be required

2 Tax Matters

- (a) Section 409A compliance
- (b) Tax withholding obligations
- (c) No tax guidance provided

3 Transferability

- (a) RSUs non-transferable except by will
- (b) Domestic relations orders
- (c) Limited gifting to family

10. TERM OF PLAN

1 The Plan shall continue until terminated by the Board or all shares are issued.

11. GOVERNING LAW

1 This Plan shall be governed by Delaware law without regard to conflict of law principles.

ADOPTED by the Board of Directors on February 15, 2024.

POLAR DYNAMICS ROBOTICS, INC.

By: _

Katherine Wells

Chief Financial Officer

ATTEST:

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Corporate Secretary