

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation (the "Company"), and DR. ELENA FROST ("Executive").

RECITALS

WHEREAS, the Company desires to employ Executive as its Chief Executive Officer, and Executive desires to accept such employment, subject to the terms and conditions set forth in this Agreement;

WHEREAS, Executive has served as the Company's Chief Executive Officer and Co-founder since March 15, 2018; and

WHEREAS, the Company and Executive desire to formalize the terms and conditions of Executive's continued employment with the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. EMPLOYMENT AND DUTIES

1 ****Position****. The Company hereby employs Executive as its Chief Executive Officer, reporting directly to the Company's Board of Directors (the "Board"). Executive shall serve as a member of the Board for so long as Executive remains CEO of the Company.

2 ****Duties****. Executive shall have such duties and responsibilities as are customarily associated with the position of Chief Executive Officer and such other duties consistent with Executive's position as may be assigned by the Board. Executive shall devote substantially all of Executive's business time, attention, and energies to the business of the Company.

2. TERM

1 ****Initial Term****. The initial term of this Agreement shall be three (3) years, commencing on the Effective Date (the "Initial Term"), unless earlier terminated pursuant to Section 5.

2 ****Renewal****. Following the Initial Term, this Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term"), unless either party provides written notice of

non-renewal at least ninety (90) days prior to the end of the Initial Term or any Renewal Term.

3. COMPENSATION AND BENEFITS

1 ****Base Salary****. Executive shall receive an annual base salary of Six Hundred Fifty Thousand Dollars (\$650,000), payable in accordance with the Company's normal payroll practices and subject to applicable withholdings and deductions.

2 ****Annual Bonus****. Executive shall be eligible for an annual performance bonus with a target amount equal to one hundred percent (100%) of Executive's base salary, based upon achievement of performance objectives established by the Board.

3 ****Equity Compensation****. Executive shall be eligible to receive annual equity awards under the Company's equity incentive plan, as determined by the Board.

4 ****Benefits****. Executive shall be entitled to participate in all employee benefit plans and programs maintained by the Company for its senior executive officers.

5 ****Expenses****. The Company shall reimburse Executive for reasonable business expenses incurred in the performance of Executive's duties.

4. PROPRIETARY INFORMATION AND INVENTIONS

1 ****Confidentiality****. Executive shall maintain the confidentiality of all Confidential Information (as defined in the Company's standard Proprietary Information and Inventions Agreement).

2 ****Intellectual Property****. All inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, and similar items developed by Executive during employment shall be the exclusive property of the Company.

5. TERMINATION

1 ****Termination for Cause****. The Company may terminate Executive's employment for Cause immediately upon written notice.

2 ****Termination Without Cause****. The Company may terminate Executive's employment without Cause upon thirty (30) days' written notice.

3 ****Resignation for Good Reason****. Executive may resign for Good Reason upon thirty (30) days' written notice and opportunity for cure.

4 ****Death or Disability****. Executive's employment shall terminate automatically upon death or Disability.

6. SEVERANCE

1 ****Termination Without Cause or Resignation for Good Reason****. If Executive's employment is terminated by the Company without Cause or by Executive for Good Reason, Executive shall receive:

- (a) Eighteen (18) months' base salary continuation;
- (b) Pro-rated target bonus for the year of termination;
- (c) Accelerated vesting of equity awards that would have vested within 12 months;
- (d) COBRA premium payments for up to 18 months.

7. RESTRICTIVE COVENANTS

1 ****Non-Competition****. During employment and for twelve (12) months thereafter, Executive shall not engage in Competitive Business within the Restricted Territory.

2 ****Non-Solicitation****. During employment and for twelve (12) months thereafter, Executive shall not solicit Company employees or customers.

8. GENERAL PROVISIONS

1 ****Governing Law****. This Agreement shall be governed by Delaware law.

2 ****Arbitration****. Any disputes shall be resolved through binding arbitration in Delaware.

3 ****Assignment****. This Agreement shall not be assignable by Executive but may be assigned by the Company to a successor entity.

4 ****Entire Agreement****. This Agreement contains the entire agreement between the parties and supersedes all prior agreements.

5 ****Amendments****. This Agreement may be amended only by written agreement signed by both parties.

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

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Katherine Wells

Title: Chief Financial Officer

EXECUTIVE:

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Dr. Elena Frost