

ROBOTICS ENGINEER NON-COMPETE AND CONFIDENTIALITY AGREEMENT

ROBOTICS ENGINEER NON-COMPETE AND

THIS NON-COMPETE AND CONFIDENTIALITY AGREEMENT (the

RECITALS

WHEREAS, Company is engaged in the business of developing, manufacturing, and selling extreme-condition autonomous mobile robots and related proprietary technology solutions for cold environment operations;

WHEREAS, Employee will serve as a Robotics Engineer for Company;

access to confidential information, trade secrets, and proprietary technology.

WHEREAS, Company wishes to protect its legitimate business interests by restricting Employee's ability to compete with Company or disclose confidential information; and

WHEREAS, Employee acknowledges that the restrictions contained herein are reasonable and necessary to protect Company's legitimate business interests;

NOW, THEREFORE, in consideration of Employee's employment with Company and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1 "Confidential Information" means any and all non-public information

- (a) Technical information, including the BlueCore(TM) technology platform, robotics designs, algorithms, source code, and engineering specifications;
- (b) Business information, including customer lists, pricing, marketing strategies, and financial data;
- (c) Research and development information, including product roadmaps, experimental designs;
- (d) Manufacturing processes and trade secrets;
- (e) Any other information designated as confidential by Company.

2 "Restricted Business" means any business that develops, manufactures,

3 "Restricted Territory" means (i) the United States of America; and (ii)

2. CONFIDENTIALITY OBLIGATIONS

1 Employee shall maintain all Confidential Information in strict confidence

2 Employee shall use Confidential Information solely for the purpose of

3 Employee shall promptly return all materials containing Confidential

4 Employee's confidentiality obligations shall survive the termination of

3. NON-COMPETE PROVISIONS

1 During employment and for a period of eighteen (18) months following

(a) Engage in Restricted Business within the Restricted Territory;

(b) Own, manage, operate, control, or participate in ownership/management of
Restricted Business;

(c) Serve as an employee, consultant, or contractor for any Restricted

2 Employee acknowledges that this restriction is reasonable given:

- (a) The highly specialized nature of Company's technology;
- (b) Employee's access to Confidential Information;
- (c) The competitive nature of the industry;
- (d) The scope of Employee's role and compensation.

4. NON-SOLICITATION

1 During employment and for eighteen (18) months thereafter, Employee

- (a) Solicit Company's customers or prospective customers;
- (b) Solicit or hire Company's employees or contractors;
- (c) Interfere with Company's business relationships.

5. INTELLECTUAL PROPERTY

1 Employee agrees that all inventions, improvements, and developments

2 Employee shall promptly disclose and assign all such intellectual prop

6. REMEDIES

1 Employee acknowledges that breach of this Agreement would caus

2 Company shall be entitled to injunctive relief in addition to other lega

3 If any restriction is found to be unenforceable, it shall be modified to

7. GENERAL PROVISIONS

1 This Agreement shall be governed by Delaware law without regard t

2 Any dispute shall be resolved exclusively in the state or federal court

3 This Agreement represents the entire understanding between the parties

4 This Agreement may be modified only by written instrument signed

5 If any provision is held invalid, the remainder of the Agreement shall

8. ACKNOWLEDGMENT

Employee has read this Agreement carefully and understands its terms and conditions. Employee acknowledges that Employee has had the opportunity to consult with legal counsel before signing.

IN WITNESS WHEREOF, the parties have executed this Agreement and the foregoing on the _____
Date.

POLAR~~7~~DYNAMICS ROBOTICS, INC.

By: _

Name: _

Title:

Date:

EMPLOYEE:

Signature:

Name: _

Date:

