

EXECUTIVE EMPLOYMENT AGREEMENT

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THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement")
as of March 1, 2024 (the "Effective Date"), by and between POLAR D
ROBOTICS, INC., a Delaware corporation (the "Company"), and DR.
("Executive").

RECITALS

WHEREAS, the Company desires to employ Executive as its Chief Te
Officer, and Executive desires to accept such employment, subject to

and conditions set forth in this Agreement;

WHEREAS, Executive possesses certain specialized knowledge and autonomous robotics systems and cold-environment technologies that are valuable to the Company's business; and

WHEREAS, the Company and Executive wish to establish their respective obligations in connection with Executive's employment.

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

1. EMPLOYMENT AND DUTIES

1 ****Position****. The Company hereby employs Executive as Chief Technology Officer.

2 ****Duties****. Executive shall devote her full business time, attention, and effort to the Company's business.

3 **Location**. Executive's primary work location shall be the Company's principal office.

2. COMPENSATION AND BENEFITS

1 **Base Salary**. Executive shall receive an annual base salary of \$[REDACTED].

2 **Annual Bonus**. Executive shall be eligible for an annual performance bonus of up to [REDACTED] of the annual base salary.

3 **Equity Compensation**. Executive shall be granted 150,000 restricted stock units (RSUs) at the time of hire.

4 **Benefits**. Executive shall be eligible to participate in all employee benefit plans maintained by the Company.

5 **Expenses**. The Company shall reimburse Executive for reasonable and necessary business expenses.

3. TERM AND TERMINATION

1 ****Term****. This Agreement shall commence on the Effective Date and

2 ****Termination Without Cause****. The Company may terminate Executive's

(a) 12 months' base salary continuation

(b) Pro-rated annual bonus for the year of termination

(c) 12 months' COBRA premium reimbursement

(d) Accelerated vesting of equity awards that would have vested within

3 ****Termination for Cause****. The Company may terminate Executive's

(a) Material breach of this Agreement

(b) Gross negligence or willful misconduct

(c) Fraud or dishonesty

(d) Conviction of a felony

(e) Material violation of Company policies

4 ****Resignation****. Executive may resign upon 60 days' written notice.

4. PROPRIETARY INFORMATION

1 ****Confidential Information****. Executive agrees to maintain the confid

2 ****Intellectual Property****. All inventions, discoveries, and improve

5. RESTRICTIVE COVENANTS

1 ****Non-Competition****. During employment and for 12 months therea

2 ****Non-Solicitation****. During employment and for 12 months thereaft

6. MISCELLANEOUS

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

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

3 ****Severability****. If any provision is held invalid, the remaining provisions shall survive.

4 ****Entire Agreement****. This Agreement constitutes the entire understanding between the parties.

5 ****Amendment****. This Agreement may be amended only by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Dr. Elena Frost

Title: Chief Executive Officer

Date:

EXECUTIVE:

Dr. Sarah Frost

Date:

