

# DIRECTOR INDEMNIFICATION AGREEMENT TEMPLATE

## DIRECTOR INDEMNIFICATION AGREEMENT

THIS DIRECTOR INDEMNIFICATION AGREEMENT (this "Agreement") is made and entered into as of [DATE], by and between POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation (the "Company"), and [DIRECTOR NAME] ("Indemnatee").

### RECITALS

WHEREAS, highly competent persons are becoming more reluctant to serve corporations as directors unless they are provided with adequate protection through insurance and indemnification against risks of claims and actions

against them arising out of their service to the corporation;

WHEREAS, the Board of Directors of the Company (the "Board") has determined that, in order to attract and retain qualified individuals to serve as directors, it is reasonable, prudent, and necessary for the Company to obligate itself contractually to indemnify such persons to the fullest extent permitted by applicable law;

WHEREAS, the Company desires to have Indemnitee serve as a Director of the Company and Indemnitee is willing to serve on the condition that they be indemnified as provided herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, the Company and Indemnitee do hereby covenant and agree as follows:

## **1. SERVICES TO THE COMPANY**

Indemnitee agrees to serve as a Director of the Company. This Agreement shall not be deemed an employment contract between the Company and Indemnitee.

## **2. DEFINITIONS**

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1. "Corporate Status" means the status of a person who is or was a director, officer, or employee of the Company.

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2. "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, or administrative, and whether commenced by or against the Company or Indemnitee.

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3. "Expenses" means all reasonable attorneys' fees, retainers, court costs, travel expenses, and other costs incurred by Indemnitee in connection with any proceeding.

## **3. INDEMNIFICATION**

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1. The Company shall indemnify Indemnitee if Indemnitee was or is a party

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2. The Company shall advance all reasonable Expenses incurred by Indemni

#### **4. LIMITATIONS ON INDEMNIFICATION**

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1. No indemnification shall be made:

(a) For any claim where a final judgment determines that Indemnitee did not  
in good faith;

(b) For any claim arising from the purchase and sale of securities in violation  
of Section 16(b) of the Securities Exchange Act of 1934;

(c) For any claim where indemnification is otherwise prohibited by law.

## **5. DEFENSE OF CLAIMS**

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1. The Company shall be entitled to participate in any Proceeding at its own

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2. The Company shall not settle any Proceeding without Indemnitee's prior w

## **6. DURATION OF AGREEMENT**

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1. This Agreement shall continue until and terminate upon the later of:
  - (a) Ten (10) years after Indemnitee has ceased to serve as a Director; or
  - (b) The final termination of all pending Proceedings in respect of which Indemnitee is granted rights of indemnification hereunder.

## **7. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

## **8. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of the State of Delaware without regard to principles of conflicts of law.

## **9. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties hereto, and there are no other agreements, contracts, or understandings between the parties.

hereto with respect to the subject matter of this Agreement.

## **10. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

POLAR DYNAMICS ROBOTICS, INC.

**By: \_**

Name: Elena Frost

Title: Chief Executive Officer

INDEMNITEE:

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[DIRECTOR NAME]



