

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of March 1, 2024 (the "Effective Date"), by and between POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation (the "Company"), and MARCUS CHEN, an individual ("Executive").

RECITALS

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

WHEREAS, Executive possesses intimate knowledge of robotics engineering, autonomous navigation systems, and cold-environment automation technologies that are critical to the Company's continued growth and success; and

WHEREAS, the parties wish to establish the terms and conditions of Executive's 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 Chief Technology Officer, reporting directly to the Chief Executive Officer. Executive shall have such duties and responsibilities as are customarily associated with such position and as may be reasonably assigned by the Board of Directors.

2 ****Duties****. Executive shall:

- (a) Lead the Company's technology strategy and development of its proprietary IceNav platform;
- (b) Oversee research and development of cold-resistant actuator technologies;
- (c) Direct the engineering team in developing autonomous mobile robot solutions;
- (d) Manage the Company's intellectual property portfolio;
- (e) Serve on the Company's Executive Leadership Team; and
- (f) Perform such other duties as reasonably requested by the CEO or Board.

2. TERM AND TERMINATION

1 **Term**. The initial term shall commence on the Effective Date and continue for three (3) years, unless earlier terminated pursuant to this Agreement. The term shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least 90 days prior to expiration.

2 **Termination**. This Agreement may be terminated:

- (a) By mutual written agreement;
- (b) By the Company for Cause (as defined below);
- (c) By Executive for Good Reason (as defined below);
- (d) Due to Executive's death or Disability; or
- (e) By either party without Cause upon 60 days' written notice.

3. COMPENSATION AND BENEFITS

1 **Base Salary**. Executive shall receive an annual base salary of \$375,000, payable in accordance with Company's normal payroll practices and subject to annual review by the Board.

2 **Annual Bonus**. Executive shall be eligible for an annual performance bonus targeted at 50% of base salary based on achievement of Company and individual objectives established by the Board.

3 **Equity**. Executive shall be granted restricted stock units representing 1% of the Company's fully-diluted shares, vesting over four years with a one-year cliff.

4 **Benefits**. Executive shall be entitled to participate in all employee benefit plans generally available to Company executives, including:

- (a) Health, dental, and vision insurance
- (b) Life and disability insurance
- (c) 401(k) plan with Company matching
- (d) Four weeks paid vacation annually

4. PROPRIETARY INFORMATION

1 **Confidential Information**. Executive acknowledges that all Confidential Information (as defined in the attached Proprietary Information Agreement) is the exclusive property of the Company.

2 ****Inventions****. Executive agrees to promptly disclose and hereby assigns to the Company all inventions, improvements, and intellectual property developed during employment.

3 ****Non-Competition****. During employment and for 12 months thereafter, Executive shall not engage in any business competitive with the Company's autonomous robotics or cold-environment automation technology.

5. REPRESENTATIONS AND WARRANTIES

1 Executive represents and warrants that:

- (a) Executive is free to enter into this Agreement;
- (b) Executive is not subject to any restrictions that would prevent performance of duties; and
- (c) Executive has not disclosed and will not disclose any third party confidential information.

6. MISCELLANEOUS

1 ****Governing Law****. This Agreement shall be governed by Delaware law without regard to conflicts of law principles.

2 ****Entire Agreement****. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

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

4 ****Severability****. If any provision is held invalid, the remaining provisions shall remain in effect.

5 ****Counterparts****. This Agreement may be executed in counterparts, each of which shall be deemed an original.

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

EXECUTIVE:

—

Marcus Chen