

EMPLOYMENT AGREEMENT

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

RECITALS

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

WHEREAS, Executive possesses certain specialized knowledge and expertise in robotics engineering, autonomous systems, and cold-environment automation that are of particular value to 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 Robotics 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 robotics research and development initiatives;
- (b) Oversee the development and enhancement of the Company's proprietary IceNav platform;
- (c) Direct the technical strategy for cold-environment autonomous systems;
- (d) Manage the robotics engineering team;
- (e) Serve as a member of the executive leadership team; and
- (f) Perform such other duties as may be assigned from time to time.

2. TERM AND TERMINATION

1 ****Term****. The initial term of this Agreement shall be three (3) years from the Effective Date, unless earlier terminated pursuant to Section 2.2. The term shall automatically renew for successive

one-year periods unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

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

- (a) By mutual written agreement;
- (b) By the Company for Cause;
- (c) By Executive for Good Reason;
- (d) Due to Executive's death or Disability; or
- (e) By either party with sixty (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 the Company's normal payroll practices and subject to annual review.

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 as determined by the Board.

3 ****Equity****. Executive shall be granted 150,000 restricted stock units (RSUs) under the Company's 2023 Equity Incentive Plan, vesting over four years with a one-year cliff.

4 ****Benefits****. Executive shall be entitled to participate in all employee benefit plans and programs generally available to senior executives of the Company.

4. PROPRIETARY INFORMATION

1 ****Confidential Information****. Executive acknowledges that all Confidential Information is the exclusive property of the Company. Executive shall not disclose or use any Confidential Information for any purpose outside the scope of employment without written authorization.

2 ****Intellectual Property****. Executive hereby assigns to the Company all right, title, and interest in any Intellectual Property developed during employment that relates to the Company's business or research.

5. RESTRICTIVE COVENANTS

1 ****Non-Competition****. During employment and for twelve (12) months thereafter, Executive shall

not engage in any business that competes with the Company's cold-environment robotics and automation technology.

2 ****Non-Solicitation****. During employment and for twelve (12) months thereafter, Executive shall not:

- (a) Solicit any Company customer or prospect;
- (b) Hire or solicit any Company employee; or
- (c) Interfere with any Company business relationship.

6. MISCELLANEOUS

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

2 ****Dispute Resolution****. Any disputes shall be resolved through binding arbitration in Wilmington, Delaware under AAA rules.

3 ****Severability****. If any provision is held invalid, the remaining provisions shall continue in full force and effect.

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

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 Effective Date.

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Dr. Elena Frost

Title: Chief Executive Officer

Date:

EXECUTIVE:

Dr. Sarah Chen

Date: