

MA EMPLOYMENT AGREEMENT-UNIVERSAL ROBOTS USA, INC.

In consideration of my employment by Universal Robots USA, Inc, a Delaware corporation (hereinafter referred to as "the Company"), a wholly owned subsidiary of Teradyne, Inc., a corporation of the Commonwealth of Massachusetts ("Teradyne"), the payments made to me as consequence thereof and the mutually agreed upon consideration set forth in this Agreement, I agree as follows:

1. Inventions

I will promptly report to an officer of the Company or to such other individual as may from time to time be designated, all inventions and new ideas which I have conceived since the time of entering the employment of the Company in respect to any subject matter relating to the business in which the Company is engaging as of the date of conception of each such invention or new idea. This obligation ceases with termination of my employment with the Company.

I further agree to assign to the Company the entire interest throughout the world in all inventions and new ideas referred to in the preceding paragraph and to execute all papers and do anything necessary and reasonable to secure to the Company title therein and Letters Patent pertaining thereto including the giving of testimony in any suit if called so to do during or after my employment but all at the expense of the Company.

All inventions and new ideas that would fall within the scope of this agreement, but for the fact that they were conceived prior to my employment by the Company, may be excluded from this agreement only if I can establish, under applicable inventorship law, a date of conception prior to my entering the employment of the Company.

I further agree that I will make a written record of all inventions and new ideas falling within the scope of this agreement in the form of notes, sketches, drawings, or reports relating thereto, which records shall be and remain the property of and available to the Company at all times.

2. Confidential Information

I will not, during or after the period of my employment with the Company, divulge to any unauthorized persons confidential information concerning Teradyne, the Company, or their customers' or suppliers' intellectual property, trade secrets or business that I learn during the period of my employment, except as required or permitted by law. I acknowledge that I shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Accordingly, I have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. I also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

I will observe all rules and regulations laid down by the Government agencies relating to the safeguarding of classified information which may be disclosed or entrusted to me in connection with any contract between the Company and the Government or any contractor with the Government.

3. Non-Competition

I will not, during the period of my employment by the Company, directly or indirectly enter the employment of, or render any professional services, except such as are rendered at the request of the Company, to any individual, partnership, association or corporation who or which is a competitor of the Company without the prior permission in writing of the Company. I further agree that I will notify the Company of any outside employment in which I am engaged during the period of my employment with the Company.

I further agree that for a period of one (1) year following my voluntary termination of employment with the Company or termination of my employment by the Company for cause, I will not engage in any activity or service which I provided to the Company during the two (2) years prior to my termination of employment, whether through employment with a competitor in any capacity or through a majority ownership interest in a competitor, which directly competes with the business of the Company.

The obligation not to compete is limited to the geographic areas for which I have performed my duties and obligations for the Company within the last two (2) years of my employment with the Company. In consideration of this post-employment, non-compete restriction, I will be paid: (a) fifty percent (50%) of my highest annualized base salary in the last two (2) years preceding my termination during the one (1) year non-competition period; or (b) such other mutually agreed upon consideration. At the time of my employment termination, the Company may waive the non-compete restriction set forth in this Section 3 in which case I shall not be entitled to receive the post-employment consideration under this Section. If, during the period I am receiving post-employment consideration under this Section, I breach this agreement, then the Company may discontinue the payment of post-employment consideration. If I breach my fiduciary duty to the Company or unlawfully take property belonging to the Company, the non-compete may be extended up to two years from the date of my termination.

The post-employment, non-compete restriction shall not apply if I am terminated by the Company without cause. For purposes of this agreement, "cause" for termination is defined to include substandard performance, job abandonment, violation of the terms of this agreement, violations of the Company's Code of Conduct or any other conduct that could reasonably be perceived as damaging the Company's reputation or interfering with its business interests. A termination for cause may be based on conduct that takes place in or outside the workplace. Cause shall be determined in the good faith discretion of the Company.

4. Non-Solicitation of Customers

During my employment, and for a period of one (1) year following the termination of employment with the Company for any reason, I shall not call on, solicit or serve any customer, client, supplier, distributor, licensee, licensor, franchisee or other business relation with whom I had had contact or communication in the course of my employment with the Company in the two (2) years immediately prior to my termination or resignation, in order to induce or attempt to induce such person or entity to cease or reduce its business with the Company or any of its affiliates, or in any way interfere with the business relationship between the Company or its affiliates and any such person or entity.

5. Non-Solicitation of Employees

During my employment, and for a period of one (1) year following the termination of employment with the Company for any reason, I will not solicit, induce, recruit or hire any of the Company's employees either for myself or for any other person or entity, or encourage any such employees to leave their employment with the Company.

6. Remedies

If I am deemed, in arbitration or in any court of competent jurisdiction, to have violated the obligations and restrictions in this agreement, I shall, in addition to such other damages as are recoverable under the applicable law, be liable to the Company for liquidated damages in the amount of Fifty Thousand US Dollars (USD \$50,000), each time such violation takes place. Such liquidated damages shall not be construed as a penalty, but shall be considered liquidated damages only, as the damages in the event of the my violation or breach of the terms of Sections 3, 4 or 5 are difficult, if not impossible, to ascertain. Payment of liquidated damages shall not have the effect that I am released from my obligation not to solicit employees or customers, clients, suppliers, licensees, licensors, distributors, franchisees and/or other business relations. Furthermore, any violation of this provision may be discouraged by an injunction or any similar legal actions anywhere, without the Company having to post bond or present any security in support of such application for equitable relief.

7. Delivery and Legal Consultation.

I acknowledge that I was provided this Agreement the earlier of either a formal offer from the Company or 10 business days before the commencement of my employment with the Company, or if I am employed as of the date this Agreement is executed, 10 business days before the effective date of this Agreement. I further acknowledge that I have the right to consult counsel prior to signing this agreement.

Defend Trade Secrets Act of 2016. Under the federal Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Employee's attorney in relation to a lawsuit for retaliation against the Company for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

This agreement supersedes all previous agreements between me and the Company relating to the subject matter hereof, and may not be modified on behalf of the Company in whole or in part except by a statement in writing signed by the CEO thereof or an officer designated by him.

Signed at: _____, this _____ day of _____ 20____

Witnessed: _____ Signature: _____

Accepted: Universal Robots, USA Inc. By _____