

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 17, 2021

RUBICON TECHNOLOGY, INC.
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-33834 (Commission File Number)	36-4419301 (I.R.S. Employer Identification No.)
900 East Green Street Bensenville, Illinois (Address of principal executive offices)	60106 (Zip Code)	
(847) 295-7000 (Registrant's telephone number, including area code)		
N/A (Former name or former address, if changed since last report)		

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.

On March 16, 2021, the Rubicon Technology, Inc.'s (the "Company") Board of Directors appointed Kevin T. Lusardi, effective March 17, 2021, to serve as the Company's Chief Financial Officer. Mr. Lusardi has been acting as a consultant to the Company since November 30, 2020. From 2019 to 2020, Mr. Lusardi was the Director of Finance with the Hydraulic Institute an industry trade organization. From 2015 to 2018 Mr. Lusardi was the Controller at PureCare, a bedding manufacturer. Prior to 2015, Mr. Lusardi held senior financial management roles with Verizon Wireless, Bon Chef, Inc. a food equipment manufacturer, and various companies in the manufacturing and service industries. Mr. Lusardi is a licensed certified public accountant by the State of Pennsylvania and holds a BA in finance from Muhlenberg College.

Mr. Lusardi, 64, has no family relationships with any director or executive officer of the Company, and there are no arrangements or understandings with any person pursuant to which he will be selected as the Chief Financial Officer of the Company. In addition, there have been no transactions directly or indirectly involving Mr. Lusardi that would be required to be disclosed pursuant to Item 404(a) of Regulation S-K under the Securities Exchange Act of 1934.

The Company entered into an executive employment agreement with Mr. Lusardi, effective as of March 17, 2021. Pursuant to Mr. Lusardi's employment agreement, he will receive an annual base salary of \$170,000, which will be reviewed by the Board on an annual basis. The Executive shall be paid a fixed cash payment of (A) Five Thousand (\$5,000) following each of the Company's filing with the Securities and Exchange Commission (the "SEC") of its Report on Form 10-Q and (B) Ten Thousand Dollars (\$10,000) following the later of the Company's (x) filing with the SEC of its Report on Form 10-K and (y) holding of its Annual Meeting of Stockholders. In addition, every year the Employee is eligible to receive an objective bonus based upon criteria determined by the Board. The Employee must be an employee of the Company in good standing on the date that each such bonus is to be paid.

The Board also granted Mr. Lusardi 9,000 restricted stock units under the Company's 2016 Stock Incentive Plan (the "Plan"), which vest in equal amounts if the

During the term of Mr. Lusardi's employment and for a period of twelve (12) months thereafter, Mr. Lusardi will be subject to a non-compete agreement.

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Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Executive Employment Agreement by and between Rubicon Technology, Inc. and Kevin T. Lusardi, dated as of March 17, 2021.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

RUBICON TECHNOLOGY, INC.

Dated: March 22, 2021

By: /s/ Timothy E. Brog
Name: Timothy E. Brog
Title: Chief Executive Officer

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EX-10.1 2 ea138109ex10-1_rubicon.htm EXECUTIVE EMPLOYMENT AGREEMENT BY AND BETWEEN RUBICON TECHNOLOGY, INC. AND KEVIN T. LUSARDI, DATED AS OF MARCH 17, 2021

Exhibit 10.1

EXECUTIVE EMPLOYMENT AGREEMENT

THIS Executive Employment Agreement ("Agreement") is made and entered into as of March 16, 2021 (the "Effective Date"), by and between Rubicon Technology, Inc., a Delaware corporation (the "Company"), and Kevin Lusardi, a resident of the State of Connecticut (the "Executive").

PRELIMINARY STATEMENTS

The Company is in the business of (i) providing material science solutions of sapphire and other advanced technology materials for the Opto-electrics Semiconductor Fabrication, Optical and Laser and Telecommunications Marketplaces and (ii) Pharmacy services (collectively, the "Company's Business"); provided, however, the term shall be deemed amended to reflect any actual change in the Company's Business after the date hereof but prior to the day following the date on which Executive shall cease to be employed by the Company (as reflected in the minutes of the Board of Directors of the Company prior to the Termination Date (as defined below) or the Resignation Date (as defined below), as applicable).

As a result of Executive's previous consulting work, the Executive is well acquainted with the affairs of the Company and its personnel, services, products, and business practices and relationships and other Confidential Information (as defined in Section 5 below). This Agreement is entered into for, among other things, the protection of the Company's business relationships, goodwill and going business value and the prevention of the unauthorized use or disclosure of any Confidential Information by the Executive.

Capitalized terms used therein, but not otherwise defined, shall have the meanings ascribed to such terms in the Company's 2016 Stock Incentive Plan, as amended (the "Plan").

AGREEMENT

In consideration of the premises and the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties here to agree as follows:

Section 1. Employment and Duties.

(a) Employment Duties. Throughout the Employment Term (as defined in Section 2 below), the Executive shall serve as the CFO and Secretary of the Company, and shall report to the President and Chief Executive Officer of the Company (the "CEO"). Throughout the Employment Term, the Executive shall: (i) devote his working hours, on a full-time basis, to his duties and responsibilities to the Company; (ii) faithfully and loyally serve the Company; (iii) comply in all material respects with all lawful directions and instructions given to him by the CEO and the Board of Directors (the "Board"); and (iv) use his best efforts to promote and serve the interests of the Company. The Executive shall comply in all material respects with all applicable laws, rules and regulations relating to the performance of the Executive's duties and responsibilities hereunder.

(b) Exclusive Employment. Throughout the Employment Term, the Executive shall not render his services, directly or indirectly, to any person or entity other than the Company without the prior consent of the Board, which may be withheld or granted by the Board in its sole discretion. The Executive shall not engage in any activity which would materially interfere with the faithful and timely performance of his duties under this Agreement; provided however, the Executive may, subject to the prior consent of the Board, which shall not be unreasonably withheld, serve as a director of any other company, so long as such service does not unreasonably and materially interfere with the timely performance of the Executive's duties under this Agreement.

Section 2. Employment Term. The Executive's employment as the Chief Financial Officer and Secretary shall commence on March 17, 2021 and shall continue hereafter unless and until his employment is terminated pursuant to the terms of this Agreement. As used therein, "Employment Term" shall mean the

Section 3. Compensation and Other Benefits. During the Employment Term, the Company shall pay and provide the following compensation and other benefits to the Executive as full compensation for all services rendered by the Executive to the Company:

(a) Annual Salary. The Executive's annual salary shall be One Hundred Seventy Thousand Dollars (\$170,000) (the "Annual Salary") commencing on March 17, 2021. The Annual Salary shall be paid in accordance with the then-prevailing payroll practices of the Company, less applicable taxes, payroll deductions and withholdings required by law. The Board shall review the Annual Salary on an annual basis and make appropriate adjustments thereto from time to time; provided that the Annual Salary shall not be reduced below \$170,000 without the Executive's prior written consent.

(b) Other Compensation and Bonuses.

(i) The Executive shall be paid a fixed cash payment of (A) Five Thousand (\$5,000.00) in the first payroll period following each of the Company's filing with the Securities and Exchange Commission (the "SEC") of its Report on Form 10-Q and (B) Ten Thousand Dollars (\$10,000.00) in the first payroll period following the later of the Company's (x) filing with the SEC of its Report on Form 10-K and (y) holding of its Annual Meeting of Stockholders. For the avoidance of doubt, in order for the Executive to earn the cash payment set forth in Section 3(b)(i)(B), he must fulfil both the requirements set forth in (x) and (y) above. In addition, every year Employee is eligible to receive an objective bonus based upon criteria determined by the Board. The Employee must be an employee of the Company in good standing on the date that such bonus is to be paid. Each such cash payments and bonuses, if paid, shall be subject to applicable taxes, payroll deductions, and withholdings required by law.

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(d) Employee Benefit Plans. The Executive shall be eligible to participate in all employee benefit plans offered by the Company, but participation shall be subject to all of the terms and conditions of such plans applicable to all such employees, including all waiting periods, eligibility requirements, contributions, exclusions and other similar conditions or limitations.

(e) Vacation. The Executive shall be entitled to accrue fifteen (15) vacation days per calendar year, which vacation days shall accrue proportionately throughout the year based on completed months of service. Any unused vacation in excess of 50% of the annual entitled vacation days shall not be carried forward from one calendar year to the next.

(f) Other Expenses. The Company shall reimburse the Executive for all reasonable and ordinary out-of-pocket business expenses incurred by the Executive in the scope of his employment hereunder. The Executive shall submit itemized expense reports in order to obtain reimbursement of expenses and shall submit with such expense reports such records and logs as may be required by the relevant taxing authorities for the substantiation of each such business expense as a deduction on the Company's income tax returns.

Section 4. Termination of Employment. (a) Other than what is explicitly set forth in this Agreement, the Executive shall be an at will employee.

(b) Death. If the Executive dies, his employment with the Company and this Agreement shall automatically terminate on the date of his death. The Executive's estate or personal representative shall be entitled to receive that portion of the Annual Salary that the Executive earned through and including the date of the Executive's death, at the rate of the Annual Salary in effect at that time, any Termination Vacation Pay and any bonus earned prior to the date of the Executive's death that remains unpaid. Except as provided therein or required by applicable law, neither the Executive's estate nor his personal representative shall be entitled to any other compensation or benefits.

(c) Savings Clause. This paragraph shall apply for so long as the Executive is a "specified employee" for purposes of Section 409A of the Code. The determination of whether the Executive is a "specified employee" shall be made in accordance with the policy of the Company or, if none, under the default rules in Section 1.409A-1 (i) of the Treasury Regulations. Any amount otherwise payable to the Executive on account of the Executive's separation from service as defined in Section 1.409A-1(h) of the Treasury Regulations that exceeds the limit provided in Section 1.409A-1 (b)(9)(iii) of the Treasury Regulations shall not be paid before the date which is six (6) months and a day after the date of the Executive's separation from service (or, if earlier, the date of the Executive's death). Upon the expiration of the six-month deferral period referred to in the preceding sentence or the Executive's death, all payments deferred pursuant to the preceding sentence shall be paid to the Executive (or the Executive's estate in the event of the Executives death) in a lump sum.

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Section 5. Confidentiality. For purposes of this Section 5, the term "Company" shall include, in addition to the Company, its affiliates, subsidiaries and any of their respective predecessors, successors and assigns.

(a) Confidential Information. As used in this Agreement, "Confidential Information" means any and all confidential, proprietary or other information, whether or not originated by the Executive or the Company, which is in any way related to the past or present Company's Business and is either designated as confidential or not generally known by or available to the public. Confidential Information includes, but is not limited to (whether or not reduced to writing or designated as confidential) (i) information regarding the Company's existing and potential customers and vendors; (ii) any contracts (including the existence and contents thereof and parties thereto) to which the Company is a party or is bound; (iii) information regarding products and services being purchased or leased by or provided to the Company; (iv) information received by the Company from third parties under an obligation of confidentiality, restricted disclosure or restricted use; (v) personnel and financial information of the Company; (vi) information with respect to the Company's products, services, facilities, business methods, systems, trade secrets, technical know-how, and other intellectual property; (vii) marketing and developmental plans and techniques, price and cost data, forecasts and forecast assumptions, and potential strategies of the Company; and (viii) any other information relating to the Company which was obtained by the Executive in connection with his employment by the Company, whether before, on or after the Effective Date.

(b) Non-Disclosure and Non-Use of Confidential Information. The Executive acknowledges that the Confidential Information of the Company is a valuable, unique asset of the Company and the Executive's unauthorized use or disclosure thereof could cause irreparable harm to the Company for which no remedy at law could be adequate. Accordingly, the Executive agrees that she shall hold all Confidential Information of the Company in strict confidence and solely for the benefit of the Company, and that, except as necessary in the course of Executive's duties as an employee of the Company, she shall not, directly or indirectly, disclose or use or authorize any third party to disclose or use any Confidential Information. The Executive shall follow all the Company policies and procedures to protect all Confidential Information and take any additional precautions necessary to preserve and protect the use or disclosure of any Confidential Information at all times.

(c) Ownership of Confidential Information. The Executive acknowledges and agrees that all Confidential Information is and shall remain the exclusive property of the Company, whether or not prepared in whole or in part by the Executive and whether or not disclosed to or entrusted to the custody of the Executive. Upon the termination or resignation of his employment by the Company, or at any other time at the request of the Company, the Executive shall promptly deliver to the Company all documents, tapes, disks, or other storage media and any other materials, and all copies thereof in whatever form, in the possession of the Executive pertaining to the Company's Business, including, but not limited to, any containing Confidential Information.

(d) Public Information. Notwithstanding anything contained in this Agreement to the contrary, information which is generally available or accessible to the public shall be deemed Confidential Information of the Company if such information was retrieved, gathered, assembled or maintained by the Company in such a manner not available to the public or for a purpose beneficial to the Company. From time to time, the Company may, for its own benefit, choose to place certain Confidential Information or records of the Company in the public domain. Notwithstanding anything contained in this Agreement to the contrary, the fact that such Confidential Information may be made available to the public in a limited form and under limited circumstances does not change the confidential and proprietary nature of such information, and does not release the Executive from his duties with respect to such Confidential Information as set forth in this Agreement.

(e) Survival. The Executive's obligations set forth in this Section 5 and the Company's rights and remedies with respect hereto, shall indefinitely survive the termination of this Agreement and the Executive's employment by the Company, regardless of the reason therefor.

Section 6. Restrictive Covenants. For purposes of this Section 6, the term "Company" shall include, in addition to the Company, its affiliates, subsidiaries and any of their respective predecessors, successors and assigns.

(a) Non-Competition. The Executive shall not, during the Restricted Period and within the Restricted Area (each as defined in subsection (c) below), directly or indirectly, perform on behalf of any Competitor (as defined in subsection (c) below) the same or similar services as those that Executive performed for the Company during the Executive's employment by the Company or otherwise. In addition, the Executive shall not, during the Restricted Period or within the Restricted Area, directly or indirectly engage in, own, manage, operate, join, control, lend money or other assistance to, or participate in or be connected with (as an officer, director, member, manager, partner, shareholder, consultant, employee, agent, or otherwise), any Competitor.

(b) Non-Solicitation. During the Restricted Period, the Executive shall not, directly or indirectly, for his self or on behalf of any Person (as defined in subsection (c) below), (i) solicit or attempt to solicit any Customers (as defined in subsection (c) below), or prospective Customers, with whom the Executive had contact at any time during the Executive's employment by the Company, or about whom the Executive learned Confidential Information; (ii) divert or attempt to divert any business of the Company to any other Person; (iii) solicit or attempt to solicit for employment, endeavor to entice away from the Company, recruit, hire, or otherwise interfere with the Company's relationship with, any Person who is employed by or otherwise engaged to perform services for the Company (or was employed or otherwise engaged to perform services for the Company, as of any given time, within the immediately preceding twenty-four (24) month period); (iv) cause or assist, or attempt to cause or assist, any employee or other service provider to leave the Company; or (v) otherwise interfere in any manner with the employment or business relationships of the Company or the business or operations then being conducted by the Company.

(c) Definitions. For purposes of this Section 6, the following definitions have the following meanings:

(i) "Competitor" means any Person that engages in a business that is the same as, or similar to, the Company's Business.

(ii) "Customer" means any Person which, as of any given date, used or purchased or contracted to use or purchase any services or products from the Company within the immediately preceding twenty-four (24) month period.

(iii) "Person" means any individual, corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust, or unincorporated organization, or any governmental agency, officer, department, commission, board, bureau, or instrumentality thereof.

(iv) "Restricted Area" means, because the market for Company's Business is global, or has the potential of being global, and is not dependent upon the physical location or presence of the Company, the Executive, or any individual or entity that may be in violation of this Agreement, the broadest geographic region enforceable by law (excluding any location where this type of restriction is prohibited by law) as follows: (A) everywhere in the world that has access to Company's Business because of the availability of the Internet; (B) everywhere in the world that the Executive has the ability to compete with Company's Business through the Internet; (C) each state, commonwealth, territory, province and other political subdivision located in North America; (D) each state, commonwealth, territory and other political subdivision of the United States of America; (E) any state in which the Executive has performed any services for the Company; (F) any geographical area in which the Company has performed any services or sold any products; (G) any geographical area in which the Company or any of its subsidiaries have engaged in Company's Business, which has resulted in aggregate sales revenues of at least \$5,000 during any year in the five (5) year period immediately preceding the commencement of the Restricted Period; (H) any state or other jurisdiction where the Company had an office at any time during the Executive's employment by the Company; (I) within one hundred (100) miles of any location in which the Company had an office at any time during the Executive's employment by the Company; and (J) within one hundred (100) miles of any location in which the Executive provided services for the Company.

(v) "Restricted Period" means the period of time during the Executive's employment by the Company plus a period of twelve (12) months from the Termination Date or Resignation Date, as applicable. In the event of a breach of this Agreement by the Executive, the Restricted Period will be extended automatically by the period of the breach.

(d) Survival. The Executive's obligations set forth in this Section 6, and the Company's rights and remedies with respect thereto, will remain in full force and effect during the Restricted Period and until full resolution of any dispute related to the performance of the Executive's obligations during the Restricted Period.

(e) Public Company Exception. The prohibitions contained in this Section 6 do not prohibit the Executive's ownership of stock which is publicly traded, provided that (1) the investment is passive, (2) the Executive has no other involvement with the company, (3) the Executive's interest is less than five (5%) percent of the shares of the company, and (4) the Executive makes full disclosure to the Company of the stock at the time that the Executive acquires the shares of stock.

Section 7. Assignment of Inventions. Any and all inventions, improvements, discoveries, designs, works of authorship, concepts or ideas, or expressions thereof, whether or not subject to patents, copyrights, trademarks or service mark protections, and whether or not reduced to practice, that are conceived or developed by the Executive while employed with the Company and which relate to or result from the actual or anticipated business, work, research or investigation of the Company (collectively, "Inventions"), shall be the sole and exclusive property of the Company. The Executive shall do all things reasonably requested by the Company to assign to and vest in the Company the entire right, title and interest to any such Inventions and to obtain full protection therefor. Notwithstanding the foregoing, the provisions of this Agreement do not apply to an Invention for which no equipment, supplies, facility, or Confidential Information of the Company was

used and which was developed by the Executive's own hand, unless (i) to Company's Business, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by the Executive for the Company.

Section 8. Reasonableness; Remedies; Claims.

(a) Reasonableness. The Executive has carefully considered the nature, extent and duration of the restrictions and obligations contained in this Agreement, including, without limitation, the geographical coverage contained in Section 6 and the time periods contained in Section 5 and Section 6 and acknowledges and agrees that such restrictions are fair and reasonable in all respects to protect the legitimate interests of the Company and that these restrictions are designed for the reasonable protection of Company's Business.

(b) Remedies. The Executive recognizes that any breach of this Agreement shall cause irreparable injury to the Company, inadequately compensable in monetary damages. Accordingly, in addition to any other legal or equitable remedies that may be available to the Company, the Executive agrees that the Company shall be able to seek and obtain injunctive relief in the form of a temporary restraining order, preliminary injunction, or permanent injunction, in each case without notice or bond, against Executive to enforce this Agreement. The Company shall not be required to demonstrate actual injury or damage to obtain injunctive relief from the courts. To the extent that any damages are calculable resulting from the breach of this Agreement, the Company shall also be entitled to recover damages, including, but not limited to, any lost profits of the Company and/or its affiliates or subsidiaries. For purposes of this Agreement, lost profits of the Company shall be deemed to include all gross revenues resulting from any activity of the Executive in violation of this Agreement and all such revenues shall be held in trust for the benefit of the Company. Any recovery of damages by the Company shall be in addition to and not in lieu of the injunctive relief to which the Company is entitled. In no event will a damage recovery be considered a penalty in liquidated damages. In addition, in any action at law or in equity arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to any damages caused by a breach of this Agreement, all costs and expenses, including, but not limited to, reasonable attorneys' fees, expenses, and court costs incurred by such party in connection with such action or proceeding. Without limiting the Company's rights under this Section 7(b) or any other remedies of the Company, if a court of competent jurisdiction determines that the Executive breached any of the provisions of Sections 5 or 6, the Company will have the right to cease making any payments or providing any benefits otherwise due to the Executive under the terms and conditions of this Agreement.

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(c) Claims by the Executive. The Executive acknowledges and agrees that any claim or cause of action by the Executive against the Company shall not constitute a defense to the enforcement of the restrictions and covenants set forth in this Agreement and shall not be used to prohibit injunctive relief.

Section 9. Non-assignability; Binding Agreement.

(a) By the Executive. The Executive shall not assign, transfer or delegate this Agreement or any right, duty, obligation, or interest under this Agreement without the Company's prior written consent; provided, however, that nothing shall preclude the Executive from designating beneficiaries to receive compensation or benefits, if any, payable under this Agreement upon his death.

(b) By the Company. The Company shall not assign, transfer or delegate this Agreement or any right, duty, obligation or intent under this Agreement without the Executive's prior written consent; provided, however, that the Company may assign this Agreement and all of its rights and obligations hereunder to any person who or entity that shall acquire all or substantially all of the assets and properties of the Company in a bona fide sale transaction.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, any successors or assigns of the Company and the Executive's heirs and the personal representative(s) or executor(s) of the Executive's estate.

Section 10. Definitions. The following capitalized terms shall have, throughout this Agreement, the following meanings:

(a) "Resignation Date" shall mean the date specified in the Resignation Notice, or the actual date the Executive terminates employment with the Company as the result of a resignation as provided in whichever occurs earlier.

(b) "Termination Date" shall mean the actual date the Executive ceases to be employed with the Company as a result of action taken by the Company, and not as a result of Executive's resignation from employment.

Section 11. Judicial Modification and Severability. Executive agrees that if a court of competent jurisdiction should determine that any phrase or provision in this Agreement is invalid or unenforceable as written for any reason, the court shall modify and enforce any such phrase or provision to the maximum extent reasonably necessary to protect the Company's legitimate business interests, so long as the modification does not render the phrase or provision more restrictive with regard to Executive than originally drafted. Executive further agrees that if such modification of a phrase or provision that is invalid or unenforceable as written is legally impossible, the Court shall sever any such phrase or provision from this Agreement, and that the enforceability of all other provisions of this Agreement shall not be affected, but shall otherwise remain in full force and effect.

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Section 12. Amendment. This Agreement may not be modified, amended, or waived in any manner except by a written instrument signed by both parties to this Agreement.

Section 13. Waiver. The waiver by any party of compliance by any other party with any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement (whether or not similar), or a continuing waiver or a waiver of any subsequent breach by a party of a provision of this Agreement. Performance by any of the parties of any act not required of it under the terms and conditions of this Agreement shall not constitute a waiver of the limitations on its obligations under this Agreement, and no performance shall estop that party from asserting those limitations as to any further or future performance of its obligations.

Section 14. Governing Law and Forum. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Connecticut, without regard to principles of conflict of laws of such State. Any action to enforce this Agreement shall be brought solely in the state or federal courts located in the City of Stamford or Bridgeport, Connecticut.

Section 15. Notices. All notices required or desired to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered in person and accepted for by the party to whom the notice is directed; mailed by certified or registered United States mail postage prepaid, not later than the day upon which the notice is required to be given pursuant to this Agreement; or delivered by expedited courier, shipping prepaid or mailed to sender, on the next business day, after the date on which it is so sent, and addressed as follows:

If to the Company, to:

Board of Directors
Rubicon Technology, Inc.
900 East Green Street, Unit A

If to the Executive, to:

Kevin Lusardi

Either party may, by giving written notice to the other party, change the address to which notice shall then be sent.

Section 16. Prior Agreements. This Agreement is a complete and total integration of the understanding of the parties related to the Executive’s employment with the Company and supersedes all prior or contemporaneous negotiations, commitments, agreements, writings, and discussions with respect to the subject matter of this Agreement.

Section 17. Headings. The headings of the sections of this Agreement are inserted solely for convenience of reference and shall not be deemed to affect the meaning or interpretation of this Agreement.

Section 18. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same Agreement.

Section 19. Statutory and Common Law Duties. The duties the Executive owes to the Company under this Agreement shall be deemed to include federal and state statutory and common law obligations of the Executive, and do not in any way supersede or limit any of the obligations or duties the Executive owes to the Company. This Agreement is intended, among other things, to supplement the provisions of the Illinois Uniform Trade Secrets Act, as enacted and amended from time to time.

Section 20. Executive Acknowledgments.

(a) The Executive Has Read the Document. The Executive acknowledges and agrees that she has carefully read this entire Agreement and has been given sufficient opportunity to discuss this Agreement with the Company before signing.

(b) The Executive Has Had an Opportunity to Consult with Others. The Executive acknowledges and agrees that she has been given an adequate opportunity to consult with his lawyer, accountant, tax advisor, spouse and other persons she deems appropriate concerning this Agreement and the terms and conditions hereof.

(c) Executive Has a Copy. The Executive acknowledges and agrees that she has been given a copy of this Agreement.

(d) Signing is Acceptance. By signing, the Executive agrees to accept all of the terms and conditions of this Agreement and understands that the Company is relying upon the Executive’s stated acceptance of such terms and conditions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

“COMPANY”

RUBICON TECHNOLOGY, INC.

Michael Mikołajczyk
Chairman of the Board of Directors

“EXECUTIVE”

Kevin Lusardi