EMPLOYMENT AGREEMENT

Effective Date: February 2, 2026

PARTIES

This Employment Agreement (the "Agreement") is entered into as of February 2, 2026 (the "Effective Date") by and between:

EMPLOYER

Northwind Robotics, Inc.
a Delaware corporation
1450 Page Mill Road
Palo Alto, CA 94304

EMPLOYEE

Marcus T. Eriksen
Senior Software Engineer
847 Hawthorne Avenue
Mountain View, CA 94041

RECITALS

WHEREAS, the Employer is engaged in the design, manufacture, and commercialization of advanced industrial robotics and autonomous systems for warehouse automation;

WHEREAS, the Employer desires to engage the Employee on the terms set forth herein, and the Employee desires to accept such engagement, in each case in reliance upon the mutual covenants and consideration described below;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, the parties agree as follows:

01. POSITION & DUTIES

The Employer hereby employs the Employee in the position of Senior Software Engineer, reporting to the Vice President of Engineering. The Employee shall perform the duties customarily associated with such position and any additional duties reasonably assigned by the Employer from time to time.

The Employee agrees to devote his full business time, attention, and best efforts to the performance of his duties hereunder, and shall not, without prior written consent of the Employer, engage in any other business activity that conflicts with such duties or the interests of the Employer.

The Employee's principal place of work shall be the Employer's offices in Palo Alto, California, subject to a hybrid arrangement permitting up to two (2) remote workdays per calendar week.

02. COMPENSATION & BENEFITS

In consideration of the services rendered hereunder, the Employer shall pay the Employee the compensation and provide the benefits set forth in the schedule below. All compensation is subject to applicable withholding, taxation, and the standard payroll practices of the Employer.

COMPONENT	AMOUNT	NOTES
Base Salary	**$185,000/yr**	*Paid bi-weekly*
Annual Bonus	**Up to 20% of base**	*Performance-based*

COMPONENT	AMOUNT	NOTES
Equity	**12,500 RSUs**	*4-year vest, 1-year cliff*
Benefits	**Health, dental, 401(k) match**	*100% premium covered*

Equity awards shall be granted under the Employer's 2024 Equity Incentive Plan and shall be governed by the terms of the applicable award agreement. The Employer reserves the right to modify benefit programs from time to time in accordance with company policy and applicable law.

03. AT-WILL EMPLOYMENT

The Employee's employment with the Employer is "at-will," meaning that either party may terminate the employment relationship at any time, with or without cause, and with or without notice, subject only to the express provisions of this Agreement.

No representation, oral or written, by any officer, employee, or agent of the Employer shall alter the at-will nature of this employment, except by a written instrument signed by the Chief Executive Officer of the Employer specifically referencing this Section 3.

04. CONFIDENTIALITY & TRADE SECRETS

The Employee acknowledges that during the course of employment he will have access to Confidential Information, including but not limited to source code, robotics control algorithms, customer lists, supplier relationships, manufacturing specifications, financial projections, and unpublished product roadmaps (collectively, "Confidential Information").

The Employee agrees to hold all Confidential Information in strict confidence, both during and after the term of employment, and shall not use, disclose, or permit any third party to use or disclose Confidential Information except as strictly necessary in the performance of his duties hereunder.

Upon termination of employment for any reason, the Employee shall promptly return to the Employer all property containing Confidential Information, including any copies, derivatives, or summaries in any medium.

05. INVENTIONS & FREEDOM TO WORK

The Employee assigns to the Employer all inventions, works of authorship and improvements that the Employee conceives or first reduces to practice during the term of employment and that relate to the Employer's business or result from work performed for the Employer.

As California Labor Code §2870 provides, this assignment does not apply to an invention that the Employee develops entirely on his own time without using the Employer's equipment, supplies, facilities or trade secret information, unless the invention relates to the Employer's business or results from work performed for the Employer.

Nothing in this Agreement restrains the Employee, after his employment ends, from engaging in any lawful profession, trade or business (California Business and Professions Code §16600). The obligations of Section 4 on Confidential Information continue to apply.

06. TERMINATION

The Employer may terminate this Agreement for "Cause," defined as (i) the Employee's material breach of this Agreement, (ii) gross misconduct or willful neglect of duty, (iii) conviction of a felony or any crime involving moral turpitude, or (iv) violation of the Employer's written policies after written notice and a reasonable opportunity to cure.

The Employee may terminate this Agreement for "Good Reason" upon thirty (30) days' written notice in the event of (i) a material reduction in base salary, (ii) a material diminution of duties or reporting structure, or (iii) a relocation of his principal place of work by more than fifty (50) miles, provided the Employer fails to cure such circumstance within the notice period.

Upon any termination, the Employee shall be entitled to (a) any earned but unpaid base salary through the termination date and (b) any accrued, unused paid time off, payable in accordance with applicable law.

07. SEVERANCE

In the event the Employer terminates the Employee's employment without Cause, or the Employee resigns for Good Reason, and subject to the Employee's execution of a customary separation and release agreement, the Employer shall provide severance in an amount equal to six (6) months of the Employee's then-current base salary, payable in accordance with the Employer's regular payroll practices.

The Employer shall also pay the employer-portion of premiums for continued group health coverage under COBRA for a period of up to six (6) months, provided the Employee timely elects such continuation coverage and remains eligible.

No severance shall be payable in the event of termination for Cause, voluntary resignation without Good Reason, death, or permanent disability.

08. ENTIRE AGREEMENT

This Agreement, together with the Employer's Proprietary Information and Inventions Assignment Agreement and any equity award agreements referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements, whether written or oral.

This Agreement may be amended only by a written instrument signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-laws principles.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to render it enforceable.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the Effective Date first written above.

EMPLOYER

Eleanor R. Chen
Chief Executive Officer
Northwind Robotics, Inc.

Date: _____

EMPLOYEE

Marcus T. Eriksen
Senior Software Engineer

Date: _____