



June 18th, 2025

James Kennedy  
Austin, TX

**RE:   *Employment Offer***

Dear Mr. Kennedy :

Eturi Corp. ("Eturi" or the "Company") is pleased to offer you the position of Senior Front End Developer on the following terms. You will be a full-time remote employee. You will be expected to perform various duties consistent with your position. Of course, the Company may change your position and duties from time to time as it deems necessary. You will report to Brian Frichette.

**Base Salary:** You will be paid a semi-monthly salary of \$5,833 which is equivalent to \$140,000.00 annually and subject to payroll deductions and all required withholdings as required by law and the policy of Eturi. We will conduct a 90-day performance review to assess your progress, alignment with company goals, and overall fit within the team.

**Benefits:** You and your dependents are eligible to receive health benefits which are offered to all Eturi employees. Health benefits will begin on the first day of the month after you complete your first thirty (30) days of employment.

**Paid Time Off:** You will accrue "paid time off" on a semi-monthly basis at a rate of fifteen (15) days per full year, which can be used for vacation, sick leave, and personal leave, subject to an accrued cap as described in Company's Policies.

We use TriNet for our benefits and payroll service. TriNet provides a company portal that will be available for your review and which includes a listing and details of Eturi's policies, benefits and payroll information. Eturi reserves the right to modify compensation and benefits (including providers) from time to time as it deems necessary.

As an employee of Eturi, you will be expected to abide by Company rules and regulations and acknowledge in writing that you have read the Company's Policies which will govern the terms and conditions of your employment (except as otherwise specified in this letter). The Company's Policies may be modified from time to time at the sole discretion of Eturi.

As a condition of employment, you will be required to sign and comply with a Non-Disclosure Agreement and an Employee Proprietary Information and Innovations Agreement which among other things prohibits unauthorized use or disclosure of the Company's proprietary information and requires that you assign patents and copyrights to us. During your employment at Eturi, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be expected to use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or

Eturi Corp.  
12265 El Camino Real, #170  
San Diego, CA 92130  
[www.eturi.com](http://www.eturi.com)

which is otherwise provided or developed by Eturi. During our discussion about your proposed job duties, you assured us that you would be able to perform those duties within the guidelines just described.

You agree that you will not bring onto Company premises any unpublished documents or property belonging to any former employer or other person to whom you have an obligation of confidentiality.

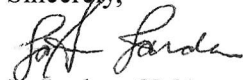
Your employment with Eturi is not for a guaranteed or definite period of time. Rather, your employment relationship is "at will". This means that you may terminate your employment with the Company at any time for any reason whatsoever simply by notifying the Company. Likewise, the Company may terminate your employment at any time for any reason whatsoever, with or without cause or advance notice. This at-will employment relationship cannot be changed except in an express written employment agreement signed by the Company's President.

This Offer Letter, together with your Non-Disclosure Agreement, Employee Proprietary Information and Innovations Agreement, and the Company's Policies forms the complete and exclusive statement of the terms of your employment with Eturi. The employment terms in this letter supersede any other agreements or promises made to you by anyone, whether oral or written. As required by law, this offer is subject to satisfactory proof of your right to work in the United States. In addition, your employment is subject to a Company approved background check on you; by signing below you authorize the Company to obtain such a background check.

Please sign and date this letter, and return it to me, if you wish to accept employment with Eturi under the terms described above. If you accept our offer, we would like you to start no later than July 1st, 2025.

We look forward to your reply and to a productive and enjoyable work relationship.

Sincerely,



Jo Jordan, CMA  
Chief Financial Office  
Eturi Corp.

Accepted:

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James Kennedy

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Date

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