EMPLOYMENT AGREEMENT

Effective as of July 9, 2026

COMMENCEMENT DATE

Monday, August 3, 2026

Report to 350 Fifth Avenue, Suite 4200 at 9:00 a.m.

1 THE PARTIES

Employer	Acme Innovations, Inc., a Delaware corporation
Address	350 Fifth Avenue, Suite 4200, New York, NY 10118
Representative	Sarah J. Mitchell, Chief Executive Officer
	(the "**Company**")
Employee	Michael D. Chen
Address	742 Greene Avenue, Apt. 3B, Brooklyn, NY 11221
	(the "**Employee**")

The Company and the Employee are collectively the "**Parties**" and individually a "**Party**."

2 POSITION AND DUTIES

Title	Senior Product Manager
Department	Product & Engineering
Reports To	Vice President of Product
Employment Type	Full-Time, Exempt
Work Location	Hybrid – primary location at Company headquarters, with remote flexibility as approved.

Duties. The Employee shall perform all duties customary to the position of Senior Product Manager, including product strategy, cross-functional team leadership, roadmap planning, stakeholder communication, and market analysis, plus such other duties as the Company may reasonably assign.

Devotion of Time. The Employee shall devote full business time and best efforts to the Company. The Employee shall not engage in any other employment, consulting, or business activity that conflicts with these duties without prior written consent.

Policies. The Employee agrees to comply with all Company policies, procedures, and the Employee Handbook as amended from time to time.

3 COMPENSATION

Base Salary	$145,000 per annum, payable in semi-monthly installments of $6,041.67, subject to standard payroll deductions and withholdings.
Payment Schedule	On or before the 15th and the last business day of each calendar month.
Performance Bonus	Eligible for an annual discretionary bonus of up to 15% of base salary, based on individual and Company performance metrics.
Equity	Subject to Board approval: 15,000 incentive stock options under the Company's 2024 Equity Incentive Plan, vesting over four years with a one-year cliff.
Salary Review	Annual review, with the first occurring in July 2027.

4 BENEFITS

The Employee shall be eligible to participate in the following benefits, subject to the terms of each plan or policy:

- **Health Insurance.** Medical, dental, and vision coverage; Company covers 80% of the employee-only premium.
- **Retirement.** 401(k) plan with 4% employer match, subject to plan terms and IRS limits.
- **Paid Time Off.** Twenty (20) days PTO per year, pro-rata accrual, plus ten (10) Company holidays.
- **Sick Leave.** In accordance with New York State and New York City law.
- **Professional Development.** $3,000 annual budget for conferences, courses, and certifications.
- **Commuter Benefits.** Pre-tax program for transit and parking expenses.

5 AT-WILL EMPLOYMENT

AT-WILL EMPLOYMENT

THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYMENT WITH THE COMPANY IS **AT-WILL**. EITHER PARTY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT ADVANCE NOTICE. NO ORAL OR WRITTEN REPRESENTATION, INCLUDING THE COMPANY'S EMPLOYEE HANDBOOK, SHALL CREATE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT FOR A SPECIFIED TERM. THIS AT-WILL RELATIONSHIP MAY BE MODIFIED ONLY BY A WRITTEN AGREEMENT SIGNED BY BOTH THE EMPLOYEE AND THE CHIEF EXECUTIVE OFFICER.

6 CONFIDENTIALITY AND NON-DISCLOSURE

Confidential Information means all non-public information relating to the Company's business, including trade secrets, business plans, financial data, customer and supplier lists, product designs, source code, algorithms, marketing strategies, pricing, and personnel records, in any form.

Obligations. The Employee shall hold all Confidential Information in strict confidence and shall not, during or after employment, disclose, use, copy, or summarize any Confidential Information except as required to perform duties for the Company.

Return of Property. Upon termination, or at any time upon the Company's request, the Employee shall promptly return all Company property and certify in writing that no copies have been retained.

Survival. These obligations survive termination of this Agreement and employment indefinitely.

7 RESTRICTIVE COVENANTS

Non-Solicitation of Employees. During employment and for twelve (12) months after termination, the Employee shall not solicit, recruit, or encourage any Company employee, contractor, or consultant to terminate their relationship with the Company.

Non-Solicitation of Customers. During employment and for twelve (12) months after termination, the Employee shall not solicit or divert any customer or client with whom the Employee had material contact during the last twelve months of employment.

Non-Competition. During employment and for six (6) months after termination, the Employee shall not, within the State of New York, engage in or provide services to any business that directly competes with the Company's products or services as of the date of termination.

Acknowledgment. The Employee acknowledges that these restrictions are reasonable and necessary to protect the Company's legitimate business interests and will not impose undue hardship.

8 TERMINATION

Termination by the Company. The Company may terminate employment at any time, with or without Cause. If terminated without Cause, the Employee shall receive: (a) two (2) weeks' base salary as severance per full year of service (minimum four weeks, maximum twelve weeks); and (b) continued health benefits under COBRA at the active-employee rate for the severance period.

Cause means: (i) material breach of this Agreement or Company policy; (ii) conviction of, or no-contest plea to, a felony or crime involving moral turpitude; (iii) fraud, embezzlement, or misappropriation of Company assets; (iv) gross negligence or willful misconduct; or (v) willful failure to follow lawful Company directives.

Resignation by the Employee. The Employee may resign at any time upon fourteen (14) calendar days' written notice. The Company may waive the notice period and accelerate the termination date at its discretion.

9 GOVERNING LAW AND DISPUTE RESOLUTION

Governing Law. This Agreement is governed by the laws of the State of New York, without regard to conflict-of-laws principles.

Arbitration. Any dispute arising out of this Agreement or the Employee's employment shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Employment Arbitration Rules. The arbitration shall take place in New York County, New York. Judgment on the award may be entered in any court of competent jurisdiction.

Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs.

10 GENERAL PROVISIONS

Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements, written or oral.

Amendments. This Agreement may be amended only by a written instrument signed by both Parties.

Severability. If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

Waiver. Failure to enforce any provision shall not constitute a waiver of that provision or the right to enforce it later.

Counterparts. This Agreement may be executed in counterparts, each deemed an original. Facsimile and electronic signatures have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Employment Agreement as of the date first written above.

Signature	Signature
Sarah J. Mitchell	**Michael D. Chen**
Chief Executive Officer, Acme Innovations, Inc.	Employee
Date	Date