

**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): November 4, 2024

iROBOT CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

001-36414

(Commission File Number)

77-0259335

(I.R.S. Employer
Identification No.)

8 Crosby Drive

Bedford, MA 01730

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (781) 430-3000

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 (*see* General Instruction A.2. below):

- 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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	IRBT	The Nasdaq Stock Market LLC

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.

Item 2.02 Results of Operations and Financial Condition.

On November 6, 2024, iRobot Corporation (the “Company”) announced its financial results for the fiscal quarter ended September 28, 2024. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information in this Item 2.02 and Exhibit 99.1 attached hereto is intended to be furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended (“Securities Act”), or the Exchange Act, except as expressly set forth by specific reference in such filing.

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

Chief Financial Officer Transition

On November 4, 2024, Julie Zeiler stepped down as Executive Vice President and Chief Financial Officer of the Company, effective December 2, 2024. The Board of Directors of the Company (the “Board”) has appointed Karian Wong as Executive Vice President and Chief Financial Officer, effective December 2, 2024.

Ms. Wong, age 48, has been the Company’s principal accounting officer since May 2020, and the Company’s VP, Finance since July 2017. Prior to joining iRobot, Ms. Wong served in a number of positions at Nuance Communications, including VP and Controller, Accounting and Reporting from January 2016 through July 2017, and VP, Corporate and North America Accounting from March 2014 to December 2015. Ms. Wong has a B.S. in business administration, accounting and finance from the University of Arizona.

The Company has entered into an employment agreement with Ms. Wong that will govern the terms of her employment as Executive Vice President and Chief Financial Officer of the Company (“CFO Employment Agreement”). For her service as the Company’s Chief Financial Officer, Ms. Wong will receive an annual base salary of \$450,000. Ms. Wong’s bonus target will range from 0% to 75% of her annual base salary depending on Company and individual performance for that year. Ms. Wong will receive a one-time grant of 125,000 time-based restricted stock units vesting over a three-year period and 125,000 performance-based restricted stock units subject to vesting upon achievement of certain price milestones of the Company’s common stock. The CFO Employment Agreement provides for severance payments equal to 100% of Ms. Wong’s annual base salary for 12 months, prorated bonus for the year in which termination occurs, as well as certain continued health benefits, in the event that the Company terminates her employment without cause. In addition, the CFO Employment Agreement provides that if the Company experiences a change in control and Ms. Wong’s employment is terminated without cause, or if Ms. Wong terminates her employment for “good reason” as defined in the CFO Employment Agreement, then all unvested stock options, awards and rights granted to Ms. Wong under any of the Company’s incentive plans will become fully-vested and immediately exercisable and Ms. Wong will be entitled to severance payments equal to 200% of her annual base salary and 200% of her annual bonus, as well as certain continued health benefits. The foregoing description is qualified in its entirety by the CFO Employment Agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

The Company will enter into an indemnification agreement with Ms. Wong, substantially in the form as applicable to other executive officers of the Company. There are no other arrangements or understandings between Ms. Wong and any other persons in connection with her appointment. There are no family relationships between Ms. Wong and any director or executive officer of the Company, and Ms. Wong is not a party to any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K under the Securities Act.

To support the financial leadership transition, Ms. Zeiler has entered into a Transitional Services and Separation Agreement with the Company (the “Zeiler Transition Agreement”) pursuant to which she will remain as an employee of the Company in the role of Advisor to the CFO until no later than March 28, 2025. In this role, Ms. Zeiler will continue to receive an annual base salary of \$500,000 and continue vesting in her outstanding equity awards; however, she will not be eligible for a bonus based on 2025 performance, and she will receive pro ration of her base salary to the extent her work schedule is reduced at the Company’s discretion to three days per week between February 1, 2025 and March 28, 2025. If Ms. Zeiler does not resign and is not terminated by the Company for cause, in each case on or before March 28, 2025, the Company will (i) pay to Ms. Zeiler severance of 12 months of Ms. Zeiler’s annual base salary, (ii) pay the employer portion of certain health benefits for 12 months, and (iii) accelerate the vesting of Ms. Zeiler’s then-outstanding equity grants subject to vesting within the twelve-month anniversary of the last day of her employment with the Company, in each case subject to Ms. Zeiler’s continued compliance with restrictive covenants. The Zeiler Transition Agreement also provides that Ms. Zeiler will be subject to noncompetition and nonsolicitation restrictions in connection with her transition from the Company and includes a general release of claims from Ms. Zeiler in favor of the Company. The terms of the Zeiler Transition Agreement supersede any benefits for which Ms. Zeiler would have otherwise been eligible under any other agreement between Ms. Zeiler and the Company. The foregoing description of the Zeiler Transition Agreement does not purport to be complete and is qualified in its

entirety by reference to the full text of the Zeiler Transition Agreement, which is attached hereto as Exhibit 10.2, and incorporated herein by reference.

Chief Human Resources Officer Transition

On November 4, 2024, Russell J. Campanello stepped down as Executive Vice President, Human Resources and Corporate Communications of the Company, effective December 2, 2024. The Board has appointed Jules Connelly as Senior Vice President and Chief Human Resources Officer effective December 2, 2024.

Jules Connelly, age 40, was previously the Company's Sr. Director, Human Resources from July 2023 through July 2024, the Company's Sr. Director, Talent Acquisition from March 2022 through July 2023, the Company's Director of Talent Acquisition from June 2020 through March 2022, and the Company's Principle Advisor, Talent Acquisition from June 2017 through May 2020. Prior to joining iRobot, Ms. Connelly served in a number of positions at NutraClick, HireMinds, Fireside Living, Fleishman-Hillard, and EF Education. Ms. Connelly has a B.A. in Psychology from the College of Liberal Arts & Sciences, University of Connecticut.

The Company has entered into an employment agreement with Ms. Connelly that will govern the terms of her employment as Senior Vice President and Chief Human Resources Officer of the Company ("CHRO Employment Agreement"). For her service as the Company's Senior Vice President and Chief Human Resources Officer, Ms. Connelly will receive an annual base salary of \$350,000. Ms. Connelly's bonus target will range from 0% to 60% of her annual base salary which will be prorated based on months of service. The actual bonus amount will depend upon the Company's achievement of certain financial and business goals and can range from 0% to 200% of the target. Ms. Connelly will receive a one-time grant of 120,000 time-based restricted stock units vesting over a three-year period. The CHRO Employment Agreement provides for severance payments equal to 100% of Ms. Connelly's annual base salary for 12 months, prorated bonus for the year in which termination occurs, as well as certain continued health benefits, in the event that the Company terminates her employment without cause. In addition, the CHRO Employment Agreement provides that if the Company experiences a change in control and Ms. Connelly's employment is terminated without cause, or if Ms. Connelly terminates her employment for "good reason" as defined in the CHRO Employment Agreement, then all unvested stock options, awards and rights granted to Ms. Connelly under any of the Company's incentive plans will become fully-vested and immediately exercisable and Ms. Connelly will be entitled to severance payments equal to 200% of her annual base salary and 200% of her annual bonus, as well as certain continued health benefits.

In connection with the CHRO Employment Agreement, Ms. Connelly also entered into a restrictive covenant agreement, which includes non-compete and non-solicit covenants that apply during her employment and for up to 24 months thereafter in certain circumstances, and confidentiality, publicity, and invention assignment covenants. The Company will enter into an indemnification agreement with Ms. Connelly, substantially in the form as applicable to other executive officers of the Company.

There are no other arrangements or understandings between Ms. Connelly and any other persons in connection with his appointment. There are no family relationships between Ms. Connelly and any director or executive officer of the Company, and Ms. Connelly is not a party to any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K under the Securities Act.

The foregoing description is qualified in its entirety by the CHRO Employment Agreement, a copy of which is attached hereto as Exhibit 10.3 and incorporated herein by reference.

To support the Company's CHRO transition, Mr. Campanello has entered into a Transitional Services and Separation Agreement with the Company (the "Campanello Transition Agreement") pursuant to which he will remain as an employee of the Company in the role of Advisor to the CHRO until no later than March 28, 2025. In this role, Mr. Campanello will continue to receive an annual base salary of \$410,000 and continue vesting in his outstanding equity awards; however, he will not be eligible for a bonus based on 2025 performance, and he will receive pro ration of his base salary to the extent his work schedule is reduced at the Company's discretion to three days per week between December 31, 2024 and March 28, 2025. If Mr. Campanello does not resign and is not terminated by the Company for cause, in each case on or before March 28, 2025, the Company will (i) pay to Mr. Campanello severance of 12 months of Mr. Campanello annual base salary, (ii) pay the employer portion of certain health benefits for 12 months, and (iii) accelerate the vesting of Mr. Campanello then-outstanding equity grants subject to vesting within the twelve-month anniversary of the last day of his employment with the Company, in each case subject to Mr. Campanello's continued compliance with restrictive covenants. The Campanello Transition Agreement also provides that Mr. Campanello will be subject to noncompetition and nonsolicitation restrictions in connection with his transition from the Company and includes a general release of claims from Mr. Campanello in favor of the Company. The terms of the Campanello Transition Agreement supersede any benefits for which Mr. Campanello would have otherwise been eligible under any other agreement between Mr. Campanello and the Company.

The foregoing description of the Campanello Transition Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Campanello Transition Agreement, which is attached hereto as Exhibit 10.4, and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Agreement dated as of November 4, 2024, by and between the Company and Karian Wong.
10.2	Transitional Services and Separation Agreement dated as of November 4, 2024, by and between the Company and Julie Zeiler.
10.3	Employment Agreement dated as of November 4, 2024, by and between the Company and Jules Connelly.
10.4	Transitional Services and Separation Agreement dated as of November 4, 2024, by and between the Company and Russell J. Campanello.
99.1	Press Release issued by the Company on November 6, 2024, furnished herewith.
99.2	Press Release issued by the Company on November 6, 2024, furnished herewith.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

Date: November 6, 2024

iRobot Corporation

By: /s/ Tonya S. Drake

Name: Tonya S. Drake

Title: EVP & General Counsel

iRobot Corporation
8 Crosby Drive
Bedford, MA 01730

This Executive Agreement (the "Agreement"), by and among iRobot Corporation, a Delaware corporation (the "Company"), and the executive named below ("Executive"), sets forth the terms and conditions by which the Company will employ Executive and provide certain benefits for Executive under certain circumstances in the event of a termination of Executive's employment with the Company. The effective date of this Agreement shall be the date of last execution as set forth below (the "Execution Date").

iRobot Corporation

EXECUTIVE

By: /s/ Gary Cohen

By: /s/ Karian Wong

Name: Gary Cohen

Name: Karian Wong

Title: CEO

Address: 21 Wilson Road
Concord, MA 01742

Address: 8 Crosby Drive, Bedford, MA 01730

Email: gcohen@irobot.com

Date: 11/4/24

Date: 11/4/24

WHEREAS, the Company recognizes that the uncertainty regarding the consequences of a termination of Executive's employment as an Officer of the Company may adversely affect the Company's ability to retain Executive;

WHEREAS, the Company further recognizes that, as is the case for most publicly-held companies, the possibility of a Change in Control (as hereinafter defined) exists, which may alter the nature and structure of the Company, and that the uncertainty regarding the consequences of such an event may adversely affect the Company's ability to retain Executive as an Officer;

WHEREAS, the Company desires to more closely align Executive's interests with those of the shareholders of the Company with respect to any Change in Control that may benefit the shareholders;

WHEREAS, the Company desires to assure itself of both present and future continuity of management in the event of a Change in Control by establishing certain benefits for Executive applicable under certain circumstances in the event of a Change in Control;

WHEREAS, the parties desire to set forth in writing the terms and conditions of their agreement with respect to the provision of benefits for Executive applicable under certain circumstances in the event of a Change in Control; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, it is agreed among the parties hereto as follows:

1. **Term.** This Agreement shall continue for a term commencing on the Execution Date and ending on the date two years thereafter (“Initial Term”), and shall be automatically renewed from year to year thereafter for successive one-year terms (each a “Renewal Term”) unless ninety (90) days prior to the expiration of the initial term or any renewal term, a party gives written notice of non-renewal to the other party; provided that any such notice provided by the Company any time during the period beginning on the date that is forty-five (45) days prior to the date upon which a definitive agreement for a Change in Control is publicly announced as having been executed by the Company (the “**Announcement Date**”) and ending on the first anniversary of the effective date of a Change in Control, shall have no effect whatsoever, and the Agreement shall continue in force until such time as otherwise terminated in accordance with the terms hereof. If an effective notice of non-renewal is given as permitted hereunder, this Agreement will expire at the conclusion of either the Initial Term or the Renewal Term, whichever is applicable, unless terminated earlier as permitted by Section 2 hereof. The “Term” of this Agreement shall include the Initial Term, as well as any Renewal Term, if applicable, subject to termination at any time prior to the expiration of the Term as provided in Section 2 hereof; **provided, however**, that in the event of the first Change in Control to occur during the Term (including after any notice of non-renewal is given), the Term shall automatically continue through the first anniversary of the effective date of such Change in Control.

2. **At-Will Status.** Notwithstanding any provision of this Agreement, Executive will remain employed at-will, so that Executive or the Company may terminate Executive’s employment at any time, with or without notice, for any or no reason, and this Agreement shall not create or imply any right or duty of Executive or the Company to have Executive remain in the employ thereof for any period of time. This Agreement shall automatically terminate on the earliest date of: (a) Executive’s Termination Date (as hereinafter defined) if Executive’s employment ceases for any reason other than due to an Involuntary Termination Upon a Change in Control or a Resignation for Good Reason Upon a Change in Control (as such terms are hereinafter defined); or (b) the date immediately following the one-year anniversary of the effective date of the first Change in Control to occur during the Term; provided, that, notwithstanding any provision in this Agreement to the contrary, if Executive’s employment is terminated by the Company prior to a Change in Control for any reason other than for Cause, death or Disability (as hereinafter defined) or ceases due to an Involuntary Termination Upon a Change in Control or a Resignation for Good Reason Upon a Change in Control, this Agreement shall remain in effect until all obligations of the parties hereunder have been fully satisfied.

3. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth herein:

a. **“Cause”** shall mean any one or more of the following: (i) Executive’s failure or refusal to perform his/her duties on behalf of the Company or Executive’s unsatisfactory performance (except due to Disability) for a period of thirty (30) days after receiving written notice identifying in reasonable detail the nature of such failure refusal or unsatisfactory performance; (ii) Executive’s commission of a felony or misdemeanor involving deceit, dishonesty, or fraud; (iii) disloyalty, willful misconduct, or breach of fiduciary duty by Executive; or (iv) Executive’s violation of any confidentiality or non-competition agreement with the Company or of any of the Company’s written employment polices related to conduct such as harassment or any code of conduct. Notwithstanding the foregoing, Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to him a copy of a resolution duly adopted by the Company’s Board of Directors (the “Board”) (excluding Executive if he is a Director) at a meeting of the Board called and held for (but not necessarily exclusively for) that purpose (after reasonable notice to Executive and an opportunity for Executive to be heard by the Board) finding that Executive has, in the good faith opinion of the Board, engaged in conduct constituting Cause and specifying the particulars thereof in reasonable detail.

b. **“Change in Control”** shall mean the occurrence of any of the following events:

(i) The Company is merged or consolidated or reorganized into or with another corporation or other legal person and, as a result of such merger, consolidation, or reorganization, less than fifty percent (50%) of the combined voting power of the then-outstanding securities of such surviving, resulting, or reorganized corporation or person immediately after such transaction is held in the aggregate by the holders of the then-outstanding securities entitled to vote generally in the election of directors of the Company (“Voting Stock”) immediately prior to such transaction;

(ii) The Company sells or otherwise transfers all or substantially all of its assets to any other corporation or other legal person and, as a result of such sale or transfer, less than fifty percent (50%) of the combined voting power of the then-outstanding securities of such corporation or person immediately after such sale or transfer is held in the aggregate by the holders of Voting Stock of the Company immediately prior to such sale or transfer;

(iii) Any corporation or other legal person, pursuant to a tender offer, exchange offer, purchase of stock (whether in a market transaction or otherwise), or other transaction or event acquires securities representing 30% or more of the Voting Stock of the Company, or there is a report filed on Schedule 13D or Schedule 14D-1 (or any successor schedule, form, or report), each as promulgated pursuant to the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”), disclosing that any “person” (as such term is used in Section 13(d)(3) or Section 14(d)(2) of the Exchange Act) has become the “beneficial owner” (as such term is used in Rule 13d-3 under the Exchange Act) of securities representing 30% or more of the Voting Stock of the Company;

(iv) The Company files a report or proxy statement with the Securities and Exchange Commission pursuant to the Exchange Act disclosing under or in response to Form 8-K or Schedule 14A (or any successor schedule, form, or report or item therein) that a change in control of the Company has occurred; or

(v) If, during any period of two consecutive years, individuals who at the beginning of any such period constitute the Board cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company’s stockholders, of each director of the Company first elected during such period, was approved by a vote of at least a majority of the directors then still in office who were directors of the Company at the beginning of any such period;

provided, however, that a “Change in Control” shall not be deemed to have occurred for purposes of this Agreement solely because (i) the Company, (ii) an entity in which the Company directly or indirectly beneficially owns 50% or more of the Voting Stock, or (iii) any Company-sponsored employee stock ownership plan or any other employee benefit plan of the Company, either files or becomes obligated to file a report or a proxy statement under or in response to Schedule 13D, Schedule 14D-1, Form 8-K or Schedule 14A (or any successor schedule, form, or report) under the Exchange Act, disclosing beneficial ownership by it of shares of Voting Stock or because the Company reports that a change in control of the Company has occurred by reason of such beneficial ownership.

c. “Company” shall mean iRobot Corporation, its assigns, and its Successors.

d. “Disability” shall mean any physical or mental disability that renders Executive unable to perform his/her essential job responsibilities for a cumulative period of 180 days in any twelve-month period, where such disability cannot be reasonably accommodated absent undue hardship.

e. “Executive Office” shall mean those offices of the Company domiciled in the United States that the Board in its reasonable discretion may designate from time to time as constituting an officer position pursuant to Section 16 of the Exchange Act and/or such other officers of the Company as the Board shall designate from time to time. Any person holding an Executive Office shall be an “Officer.”

f. “Incentive Pay Eligibility” shall mean the aggregate amount of any cash compensation derived from any bonus, incentive, performance, profit-sharing, or similar agreement, policy, plan, or arrangement

of the Company that Executive is eligible to receive based upon the attainment of 100% target or quota with respect to any one year.

g. “Involuntary Termination Upon a Change in Control” shall mean the termination of the employment of Executive by the Company without Cause at any time within the period beginning on the date that is forty-five (45) days prior to the Announcement Date and ending on the first anniversary of the effective date of a Change in Control. “Involuntary Termination Upon Change in Control” shall not include any termination of Executive’s employment (a) for Cause; (b) as a result of Executive’s Disability; (c) as a result of Executive’s death; or (d) by Executive for any reason.

h. “Resignation for Good Reason Upon a Change in Control” shall occur in the event the Executive resigns from his employment because of the occurrence of any of the following “Events,” without Executive’s prior written consent, during the one-year period beginning on the effective date of a Change in Control and provided Executive provides notice specified below:

- (i) The substantial reduction of Executive’s aggregate base salary;
- (ii) A material diminution in Executive’s responsibilities, authority, or duties;
- (iii) The permanent relocation of Executive’s primary workplace to a location more than thirty (30) miles away from Executive’s workplace in effect immediately prior to a Change in Control;
- (iv) Failure of any Successor to, or assignee of, the Company to assume the duties and obligations of the Company under this Agreement pursuant to Section 13 hereof; or

(v) The substantial reduction in Executive’s (1) Incentive Pay Eligibility or (2) the benefits for which Executive was eligible, in each case, in effect immediately prior to a Change in Control unless, however, in the case of subclause (2) only, such reduction is due to an across-the-board reduction applicable to all senior executives of the Company and any Successor, and the benefits available to Executive after such across-the-board reduction are no less favorable than those available to similarly-situated executives of the Company and such Successor; and provided that any substantial reduction in the case of subclause (1) or (2) results in a material negative change to the Executive for purposes of Section 409A of the Code, based on all of the relevant facts and circumstances; and

(x) Within sixty (60) days after the first occurrence of any such Event, Executive provides written notice to the Company describing with reasonable specificity the Event and stating his/her intention to resign from employment due to such Event, (y) Executive cooperates in good faith with the Company’s efforts, for a period not less than thirty (30) days following such notice (the “Cure Period”) to remedy such Event; and (z) Executive terminates his employment because of the Event within sixty (60) days after the end of the Cure Period. If the Company cures an Event during the Cure Period, such Event shall be deemed not to have occurred.

j. “Severance Benefits” shall mean:

(i) Payment equal to 100% (i.e. twelve (12) months) of Executive’s base salary, at the highest annualized rate in effect during the one (1) year period immediately prior to the Termination Date, payable in accordance with Section 3.j.(iv) below;

(ii) Payment of an amount equal to the prorated target of the Executive’s Incentive Pay eligibility with respect to the period beginning in January of the year in which the Executive’s employment is terminated and ending in the month in which Executive’s employment is terminated, payable in accordance with Section 3.j.(iv) below; and

(iii) in the event Executive elects after the Termination Date to continue health, vision, and/or dental coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Company will pay, on a monthly basis, the portion of the Executive’s monthly premium payments that the Company pays for active employees for each such coverage elected by Executive for Executive

and his or her eligible dependents, until the earliest of the following dates to occur with respect to each such elected coverage: (A) the twelve month anniversary of the Termination Date; (B) the date upon which Executive becomes covered under a comparable group plan for such applicable coverage; or (C) the date upon which Executive ceases to be eligible for COBRA continuation for such applicable coverage.

(iv) Each of the payments set forth in subsections 3.j.(i)-(ii) above (the “Severance Benefits”) shall be payable in twelve (12) equal monthly installments, beginning on the first regular payroll date that occurs after the 53-day period following the Executive’s Termination Date. Solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), each installment payment of the Severance Benefits is considered a separate payment and the first installment payment shall include a catch-up payment covering amounts that would otherwise have been paid during the 53-day period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. The payments described in Section 3.j.(iii) hereof shall be paid on a monthly basis.

k. “Stock Plans” shall mean the 2018 Stock Option and Incentive Plan and any other stock plans or stock option plans established and maintained by the Company at any time during the Term and pursuant to which Executive holds any options, stock, awards and/or purchase rights, each as may be or may have been amended.

l. “Successor” shall mean any successor to the Company (whether direct or indirect, by Change in Control, operation of law or otherwise), including but not limited to any successor (whether direct or indirect, by Change in Control, operation of law or otherwise) to, or ultimate parent entity of any successor to, the Company.

m. “Termination Date” shall mean Executive’s last date of employment with the Company.

n. “Vesting Date” shall have the meaning specified in Section 5.a.(iv) hereof.

4. Effect of a Termination without Cause. If Executive’s employment is terminated by the Company at any time during the Term and prior to a Change in Control for any reason that does not constitute Cause, death, or Disability, Executive shall be entitled to receive the following, subject to Section 7 hereof; provided, however, that if such termination constitutes an Involuntary Termination Upon a Change in Control or a Resignation for Good Reason Upon a Change in Control, Executive shall instead be entitled to the Change in Control Benefits described in Section 5.a. of this Agreement:

a. The Severance Benefits.

b. Executive shall also be entitled to any unpaid salary and benefits, and unused vacation accrued, through the Termination Date, which amounts shall be paid no later than ten days after the Termination Date (or otherwise in accordance with the terms of the applicable benefit plan or applicable law). Executive shall also be entitled to receive reimbursement for expenses that Executive reasonably and necessarily incurred on behalf of the Company prior to the Termination Date, provided that Executive submits expense reports and supporting documentation of such expenses as required by the Company’s policy in effect at that time. Executive shall not be eligible for or entitled to any severance payments or benefits pursuant to a severance plan, program, arrangement, practice, or policy of the Company, if any, that may be in effect as of the Termination Date, including without limitation any other agreement, entered into prior to the date hereof, that Executive may have with the Company regarding the subject matter hereof.

5. Effect of Involuntary Termination Upon a Change in Control or Resignation for Good Reason Upon a Change in Control. In the event of an Involuntary Termination Upon a Change in Control or a Resignation for Good Reason Upon a Change in Control during the Term, Executive shall be entitled to the following:

a. “Change in Control Benefits” as follows, subject to Section 7 hereof:

(i) Payment of an amount equal to 200% (i.e., 24 months) of Executive's base salary, at the highest annualized rate in effect during the period between the date immediately prior to the effective date of a Change in Control and the Termination Date, payable in accordance with Section 5.a(v) below;

(ii) Payment of an amount equal to 200% of the highest amount of Executive's Incentive Pay Eligibility with respect to the period beginning in the year prior to that in which the Change in Control occurs and ending in the year in which Executive's employment is terminated, payable in accordance with Section 5.a.(v) below; and

(iii) In the event Executive elects after the Termination Date to continue health, vision, and/or dental coverage pursuant to COBRA, the Company will pay, on a monthly basis, the portion of the Executive's monthly premium payments that the Company pays for active employees for each such coverage elected by Executive for Executive and his or her eligible dependents, until the earliest of the following dates to occur with respect to each such elected coverage: (A) the second anniversary of the Termination Date; (B) the date upon which Executive becomes covered under a comparable group plan for such applicable coverage; or (C) the date upon which Executive ceases to be eligible for COBRA continuation for such applicable coverage.

(iv) Any and all unvested stock, stock options, awards and/or rights that were granted to Executive under any of the Stock Plans prior to the Termination Date shall immediately become fully vested and exercisable as of the Termination Date or, if Executive's employment was terminated within the 45-day period prior to the Announcement Date, as of the Announcement Date (whichever may apply, the "Vesting Date"). Notwithstanding any contrary provision of any agreement relating to then outstanding stock, stock options, awards, and/or rights granted to Executive under any of the Stock Plans after the Execution Date, all such stock, stock options, awards and/or rights granted after the Execution Date may be exercised by Executive (or Executive's heirs, estate, legatees, executors, administrators, and legal representatives) at any time during the period ending on the earlier of (A) the later of (i) three (3) months after the Vesting Date and (ii) if Executive dies within the three-month period after the Vesting Date, the first anniversary of the date of Executive's death, and (B) the scheduled expiration of such stock, stock option, award or right, as the case may be. Executive hereby acknowledges and agrees that, as a result of the operation of Section 4 and this subsection 5.a.(ii), some or all of the "incentive stock options" (as defined in the Code) granted to Executive under the Stock Plans may no longer qualify as "incentive stock options" for U.S. federal income tax purposes, and Executive hereby consents to any such disqualification.

(v) Each of the payments set forth in subsections 5.a.(i)-(ii) above (the "Cash Severance Benefits") shall be payable in twenty-four (24) equal monthly installments, beginning on the first regular payroll date that occurs after the 53-day period following the Executive's Termination Date. Solely for purposes of Section 409A of the Code, each installment payment of the Cash Severance Benefits is considered a separate payment and the first installment payment shall include a catch-up payment covering amounts that would otherwise have been paid during the 53-day period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. The payments described in Section 5.a.(iii) hereof shall be paid on a monthly basis.

b. Executive shall also be entitled to any unpaid salary and benefits, and unused vacation accrued, through the Termination Date, which amounts shall be paid no later than ten days after the Termination Date (or otherwise in accordance with the terms of the applicable benefit plan or applicable law). Executive shall also be entitled to receive reimbursement for final expenses that Executive reasonably and necessarily incurred on behalf of the Company prior to the Termination Date, provided that Executive submits expense reports and supporting documentation of such expenses as required by the Company's policy in effect at that time. Executive shall not be eligible for or entitled to any severance payments or benefits pursuant to a severance plan, program, arrangement, practice, or policy of the Company, if any, that may be in effect as of the Termination Date, including without limitation any other agreement, entered into prior to the date hereof, that Executive may have with the Company regarding the subject matter hereof.

6. Liquidated Damages. The parties hereto expressly agree that provision of the Severance Benefits or Change in Control Benefits to Executive in accordance with the terms of this Agreement will be liquidated damages, and that Executive shall not be required to mitigate the amount of any payments provided for in this Agreement by seeking other employment or otherwise, nor shall any profits, income, earnings or other benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on the part of Executive hereunder or otherwise.

7. Conditions of Severance Benefits and Change in Control Benefits. Executive shall receive Severance Benefits and/or Change in Control Benefits only if Executive: (a) executes a separation agreement, which includes a general release of claims in favor of the Company and related persons and entities, in a form and of a scope reasonably acceptable to the Company; (b) returns all property, equipment, confidential information, and documentation of the Company; (c) has complied and continues to comply with any noncompetition, inventions, and/or nondisclosure obligations that Executive may owe to the Company, whether pursuant to an agreement or applicable law; and (d) provides a signed, written resignation of Executive's status as an officer, including, without limitation, an Executive Officer, and director (if applicable) of the Company and, if applicable, its subsidiaries. In the event that Executive has breached any obligations described in Section 7(c), then (x) the Cash Severance Benefits shall terminate and Executive shall no longer be entitled to them; (y) Executive shall promptly repay to the Company any Cash Severance Benefits previously received by Executive; and (z) all options, awards and purchase rights held by Executive shall no longer be exercisable as of the date of Executive's breach. Such termination and repayment of Cash Severance Benefits and cessation of the right to exercise shall be in addition to, and not in lieu of, any and all available legal and equitable remedies, including injunctive relief. Notwithstanding anything in this Agreement to the contrary, no payment and vesting dates will occur until after the separation agreement referred to in clause (a) above is executed by Executive and becomes fully effective (including by any applicable revocation periods expiring). Executive must satisfy each of the conditions specified above within the timeframes established by the Company provided the Executive shall have no more than forty-five (45) days following Executive's Termination Date to satisfy the conditions specified in 7(a), 7(b) and 7(d) above.

8. Taxes. All payments and benefits described in this Agreement shall be subject to any and all applicable federal, state, local, and foreign withholding, payroll, income, and other taxes. Except as specifically provided for herein, nothing shall be construed to require the Company to make any payments to compensate Executive for any adverse tax effect associated with any payments or benefits or for any deduction or withholdings from any payment or benefit.

9. Section 409A. Anything in this Agreement to the contrary notwithstanding, if at the time of Executive's separation from service within the meaning of Section 409A of the Code, the Company determines that Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, and if any payment or benefit that Executive becomes entitled to under this Agreement would be considered deferred compensation subject to interest, penalties and additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, then no such payment shall be payable or benefit shall be provided prior to the date that is the earlier of (A) six months and one day after Executive's Separation from Service (defined below), or (B) Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. For purposes of clarity, to the extent that any payment or benefit hereunder is payable upon a termination of Executive's employment, then such payments or benefits shall only be payable upon Executive's "Separation from Service." The term "Separation from Service" shall mean Executive's 'separation from service' from the Company, an affiliate of the Company or a successor entity within the meaning set forth in Section 409A of the Code, determined in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h). All in-kind benefits provided and expenses

eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided, or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party. The Company makes no representation or warranty and shall have no liability to Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A but do not satisfy an exemption from, or the conditions of, such section.

10. Certain Reduction of Payments. If (a) the Change in Control Benefits and any payment or benefit received or to be received by Executive pursuant to any other plan, arrangement, or agreement (collectively, the “Total Payments”) would constitute (in whole or in part) an “excess parachute payment” within the meaning of Section 280G(b) of the Code, and (b) Executive would retain more of the Total Payments (after the payment of applicable tax liabilities imposed on the Total Payments) in the event that the Cap (defined below) is imposed, then the amount of the Total Payments shall be reduced until the aggregate “present value” (as that term is defined in Section 280G(d)(4) of the Code using the applicable federal rate in effect on the date of this Agreement) of the Total Payments is such that no part of the Total Payments constitutes an “excess parachute payment” within the meaning of Section 280G(b) of the Code (the “Cap”). In such event, the Total Payments shall be reduced in the following order: (i) cash payments not subject to Section 409A of the Code; (ii) cash payments subject to Section 409A of the Code; (iii) equity-based payments and acceleration; and (iv) non-cash forms of benefits. To the extent any payment is to be made over time (e.g., in installments, etc.), then the payments shall be reduced in reverse chronological order.

11. Exclusive Remedy. Except as expressly set forth herein or otherwise required by law, Executive shall not be entitled to any compensation, benefits, or other payments as a result of or in connection with the termination or resignation of Executive’s employment at any time, for any reason. The payments and benefits set forth in Sections 4 and 5 hereof shall constitute liquidated damages and shall be Executive’s sole and exclusive remedy for any claims, causes of action or demands arising under or in connection with this Agreement or its alleged breach, the termination or resignation of Executive’s employment relationship, or the cessation of holding an Executive Office.

12. Governing Law/Forum. The parties agree that any claims arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, and this Agreement shall in all respects be interpreted, enforced, and governed under the internal and domestic laws of such State, without giving effect to the principles of conflicts of laws thereof. In addition, each of the parties, by its or his execution hereof, hereby irrevocably submits to the exclusive jurisdiction of the state or federal courts of Massachusetts with respect to any claims arising out of or in connection with this Agreement and agrees not to commence any such claims or actions other than in such courts. The prevailing party in any action arising out of or in connection with this Agreement shall be entitled to payment, by the other party, of the prevailing party’s reasonable expenses and attorneys’ fees incurred in connection with such action.

13. Entire Agreement. This Agreement, along with the Offer Letter from the Company to the Executive dated April 25, 2024, shall constitute the sole and entire agreement among the parties with respect to the subject matter hereof, and supersedes and cancels all prior, concurrent and/or contemporaneous arrangements, understandings, promises, programs, policies, plans, practices, offers, agreements and/or discussions, whether written or oral, by or among the parties regarding the subject matter hereof, including, but not limited to, the Prior Agreement and any other agreement constituting or concerning employment agreements, change in control

benefits and/or severance benefits; provided, however, that this Agreement is not intended to, and shall not, supersede, affect, limit, modify or terminate any of the following, all of which shall remain in full force and effect in accordance with their respective terms: (i) any written agreements, programs, policies, plans, arrangements, or practices of the Company that do not relate to the subject matter hereof; (ii) any written stock, stock option, RSU, and/or PSU agreements between Executive and the Company (except as expressly modified hereby); and (iii) any written agreements between Executive and the Company concerning noncompetition, nonsolicitation, inventions, and/or nondisclosure obligations.

14. Successors and Assignment. Executive may not assign any rights or delegate any duties or obligations under this Agreement. The Company will require its respective assigns and Successors to expressly assume this Agreement and to agree to perform hereunder in the same manner and to the same extent that the Company would be required to perform if no such succession or assignment had taken place. Regardless of whether such an agreement is executed, this Agreement shall inure to the benefit of, and be binding upon, the Company's Successors and assigns and Executive's heirs, estate, legatees, executors, administrators, and legal representatives.

15. Notices. All notices required hereunder shall be in writing and shall be delivered in person, by facsimile, by email, or by certified or registered mail (or similar means for non-U.S. addresses), return receipt requested, and shall be effective upon receipt if by personal delivery, facsimile, or by email, or three (3) business days after mailing if sent by certified or registered mail (or similar means for non-U.S. addresses). All notices shall be addressed as specified on the first page of this Agreement or to such other address as the parties may later provide in writing.

16. Severability/Reformation. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances shall not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties.

17. Modification. This Agreement may be modified or waived only in accordance with this Section 17. No waiver by any party of any breach by the other or any provision hereof shall be deemed to be a waiver of any later or other breach thereof or as a waiver of any other provision of this Agreement. This Agreement and its terms may not be waived, changed, discharged, or terminated orally or by any course of dealing between or among the parties, but only by a written instrument signed by the party against whom any waiver, change, discharge, or termination is sought. No modification or waiver by the Company is effective without written consent of the Board of Directors of the Company.

18. Survival of Obligations and Rights. Notwithstanding anything to the contrary in this Agreement, provisions herein shall survive the termination of Executive's employment by the Company prior to a Change in Control, or due to an Involuntary Termination Upon a Change in Control or a Resignation for Good Reason Upon a Change in Control or, other expiration or termination of this Agreement, if so provided herein or if necessary or desirable to fully accomplish the purposes of such provisions, including the obligations and rights contained in Sections 4 through 19 hereof.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. PDF and facsimile signature pages shall have the same legal effect as originals.

20. Section Headings. The descriptive section headings herein have been inserted for convenience only and shall not be deemed to define, limit, or otherwise affect the construction of any provision hereof.

November 4, 2024

Julie Zeiler

Re: Transitional Services and Separation Agreement

Dear Julie:

This letter agreement follows our conversations regarding your employment with iRobot Corporation (the "Company"). This confirms that you will be transitioning from your role as Chief Financial Officer ("CFO") of the Company and, ultimately, from your employment with the Company. The Company greatly appreciates your service to the Company and would like to make this transition as smooth as possible. Consistent with that, the Company is offering you an opportunity continue your at-will employment during a transition period and receive pay and benefits in connection therewith.

Regardless of whether you enter into the Agreement below, the following bulleted terms and obligations apply:

- The Company shall pay your salary plus all accrued but unused vacation to which you are entitled through the Separation Date.
- Your eligibility to participate in the Company's group medical, dental and/or vision plans (as applicable to you) ceases on the Separation Date in accordance with the terms and conditions of the health and dental plans. You may elect to continue your benefits under these plans (as applicable) in accordance with and subject to the law known as COBRA.
- Your eligibility to participate in the Company's other employee benefit plans and programs ceases on the Separation Date in accordance with the terms and conditions of each of those benefit plans and programs. Your rights to benefits, if any, are governed by the terms and conditions of those benefit plans and programs.
- Basic Life and/or Supplemental Life insurance that was in force at the time of your termination may be converted to an individual own policy at your own expense. Please refer to the enclosed application forms.
- iRobot Fund for the Future 401(k) Plan – for information on your 401(k) plan including distributions, loan repayment or rollover provisions, please contact Fidelity online at www.netbenefits.com or call them at 800-294-4015,

- The Company shall reimburse you for any outstanding, reasonable business expenses that you have incurred on the Company's behalf through the Separation Date, provided the Company receives appropriate documentation pursuant to the Company's business expense reimbursement policy within ten (10) days of the Separation Date.
- You shall have the right to continue to vest in any iRobot restricted stock units subject solely to time-based vesting ("RSUs") and performance-based restricted stock units ("PSUs") that you hold through the Separation Date (as defined below) and you shall have the right to exercise any vested Company stock that you hold, pursuant to and subject to the terms of any and all applicable iRobot equity plans and awards agreements (collectively, "Equity Documents"). Subject to the terms of the Agreement below, which provide you with the opportunity for equity acceleration, all unvested equity awards will lapse and be forfeited on your Separation Date.
- You are subject to continuing obligations under your Noncompetition & Nonsolicitation Agreement with the Company dated January 9, 2017 (the "Noncompete/Nonsolicit Agreement") your Invention & Confidentiality agreement dated January 9 2017, and under Sections 7 and 11 of your Amended and Restated Executive Agreement with the Company (the "Executive Agreement") (which, together with any other confidentiality, restrictive covenant and other Continuing Obligations you have to any of the Releasees (as defined below), including the covenants to which you agree by signing the Agreement below, are referred to herein as the "Continuing Obligations").

The terms set forth above will not be affected by whether or not you agree to the terms set forth below.

The remainder of this letter proposes an agreement (the "Agreement") between you and the Company. The purpose of this Agreement is to establish an amicable arrangement for your transition from the Company, including releasing the Company and related persons or entities from any claims and permitting you to receive the Advisor Payments described below.

You acknowledge that you are entering into this Agreement voluntarily.

By entering into this Agreement, you understand that the Company is not admitting in any way that it violated any legal obligation that it owed to you.

Subject to your performance of your obligations set forth herein and the execution and non-revocation of the Agreement, you acknowledge and agree that:

1. Transition from CFO Role

You shall remain employed as CFO and continue to provide your existing services to the Company, until December 2, 2024 (unless the Company earlier terminates your employment for Cause, as defined below) (such date, the "Transition Date"). You are expected to continue to operate in your capacity as CFO during this period. All compensation and benefits for which you currently are eligible remain unchanged during this timeframe, subject to plan and contractual terms. Specifically, you will (i) be paid your current base salary rate; (ii) continue to vest in your iRobot stock options, RSUs and PSUs, (as and if applicable), subject to the terms of the Equity Documents; and (iii) continue to be eligible for other employee benefits offered by the Company, subject to applicable plan and policy terms in effect from time to time.

You further agree to (i) cooperate with the Company as to the timing and content of the announcement of your transition; (ii) execute such documentation as the Company or its applicable affiliate reasonably requires to effectuate any resignations of your officer position, named executive officer position and any other positions you occupy at the Company (which shall not take effect until December 2, 2024 subject to this Agreement); and (iii) take such steps as the Company reasonably requests to ensure the transition of any account access, systems access, password access, customer access, confidential information, Company property, customer information, or customer relationships to the Company.

2. Role as Advisor to CFO; Separation Date

- (a) Following the Transition Date, it is expected that you will continue to be employed as an at-will "Advisor to the CFO" until no later than March 28, 2025 (such date, the "Anticipated Separation Date"). Your last day of employment, whether it is the Anticipated Separation Date or an earlier date (i.e. if you earlier resign or are terminated by the Company for Cause, as defined below), shall be referred to as the "Separation Date." The parties may mutually agree in writing to extend the Separation Date. The time period between the Transition Date and the Separation Date shall be referred to as the "Transition Period."
- (b) During the Transition Period, in your role as Advisor to the CFO, you agree to (i) assist in the transition of responsibilities to the new CFO (Ms. Wong); (ii) assist with the handover of planning & forecasting responsibilities; (iii) support the closing of the Company's 2024 financial reporting; (iv) support the finalization of the Company's 2025 annual operating plan; (v) support the Company's refinancing effort; and (vi) perform such other duties as the Board, the new CFO or the Company's Chief Executive Officer the CEO reasonably request.
- (c) During the Transition Period, you will serve in a full-time capacity until at least January 31, 2025, which date may be extended by mutual agreement between you and the Company (such date, or a subsequent last date if extended by the Company, the "Full-Time End Date.")
- (d) Between the Full-Time End Date and March 28, 2025 (the "Part-Time Period"), you will serve in a 60% capacity, i.e. 3 days per week.
- (e) During the Transition Period, you will (i) be paid your current base salary rate (which shall be prorated to account for your 60% work schedule during the Part-Time Period) (the "Base Salary"); (ii) continue to vest in your iRobot stock options, RSUs and PSUs, (as and if applicable), subject to the terms of the Equity Documents; and (iii) continue to be eligible for other employee benefits offered by the Company, subject to applicable plan and policy terms in effect from time to time. However, you will not be eligible for any bonus from the Company for 2025. To avoid doubt, during the Transition Period, you will remain subject to all applicable Company policies and procedures, including, but not in any way limited to, the Company's Insider Trading Policy.

3. Severance Benefits

- (a) If you (i) do not resign and are not terminated by the Company for Cause on or before March 28, 2025 (or such later date as the parties mutually agree in writing); and (ii) comply with this Agreement and not breach your Continuing Obligations, the Company will provide you with the following “Severance Benefits”:
- i. The Company shall pay you severance of twelve (12) months of your annualized Base Salary rate of \$500,000 (the “Severance Pay”). The Company shall pay you Severance Pay as salary continuation in substantially equal monthly installments on its regular payroll dates applicable to your position with the Company, beginning with the first such payroll date after the Separation Date.
 - ii. Subject to your timely election of COBRA rights, and if you remain eligible for benefit continuation under COBRA, the Company will pay the regular employer portion of your applicable health, vision and/or dental premiums to the same extent as if you had remained employed with the Company, until the earliest of (i) the twelve (12) month anniversary of the Separation Date (ii) the date upon which you become covered under a comparable group plan for such applicable coverage or (iii) the date that you otherwise become ineligible under COBRA (the “Benefit Continuation Period”). During this Benefit Continuation Period, you will still be responsible for the active employee portion (as in effect on the Separation Date) of any premiums for these plans and the 2% COBRA administration fee (this fee is based on the total premium). At the end of your Benefit Continuation Period, you and/or your beneficiaries may continue your health and/or dental insurance for the remainder of the COBRA period at your own expense, to the extent you and they remain eligible. You agree to inform the Company promptly upon your eligibility for group health insurance from a subsequent employer, and you agree to respond promptly to the Company’s COBRA-related inquiries
 - iii. Notwithstanding anything to the contrary in the Equity Documents the Company shall accelerate the vesting of the portion of your Company RSUs that would have vested had you remained employed by the Company until the twelve (12) month anniversary of the Separation Date (the “Accelerated RSUs”), effective on the Separation Date. Other than the Accelerated RSUs, all other unvested stock options, RSUs and PSUs shall expire, be forfeited and become null and void on the Separation Date. Your stock options, RSUs (including without limitation the Accelerated RSUs) and (if applicable) PSUs shall otherwise remain subject to the Equity Documents in all respects.
- (b) You agree that the above Severance Benefits are in excess of those for which you are eligible under the Executive Agreement, and you hereby waive any right to severance benefits or other compensation and benefits under the Executive Agreement; provided, however, that you do not waive, and you remain eligible for, the “Change in Control Benefits” as described in Section 5(a) of that Amended and Restated Employment

Agreement between you and the Company (the "EA"), subject to the EA's terms, and any such Change in Control Benefits would supersede and replace the Severance Benefits provided herein.

- (c) To avoid doubt, if, prior to the Anticipated Separation Date, the Company terminates your employment without Cause (defined below) (which to avoid doubt, shall include your termination due to your death), the Company will provide you with the Severance Benefits, at the times and subject to the conditions described in subsection (a) above. In addition, the Company will add payment of your base salary for the period from the new (and earlier) separation date until the Anticipated Separation Date (such period, the "Early Termination Period"), which will be added to your severance pay in Section 3(a)(i), and will have the COBRA subsidy period described in 3(a)(ii) extended to cover the Early Termination Period. In the event of a termination due to your death, the Company will provide your estate with the Severance Benefits, unless prohibited by law or the terms of applicable plans.
- (d) To avoid doubt, if the Company terminates your employment for Cause, as defined below, or if you resign before the Anticipated Separation Date, or if you breach this Agreement or your Continuing Obligations, you will not be eligible for the Severance Benefits.
- (e) "Cause" shall mean (i) your material breach of any Continuing Obligations (as defined in this Agreement) (provided that you receive the same process and rights as set forth in the sentence beginning with "Notwithstanding" in the below reproduced "Cause" definition) or (ii) any grounds for Cause defined in the Executive Agreement, which Cause definition is reproduced herein for reference:

"Cause" shall mean any one or more of the following: (i) Your failure or refusal to perform your duties on behalf of the Company or your unsatisfactory performance (except due to Disability) [as defined in the Executive Agreement] for a period of thirty (30) days after receiving written notice identifying in reasonable detail the nature of such failure, refusal or unsatisfactory performance; (ii) Your commission of a felony or misdemeanor involving deceit, dishonesty or fraud; (iii) disloyalty, willful misconduct or breach of fiduciary duty by you; or (iv) Your violation of any confidentiality, developments or non-competition agreement or any written employment policies related to conduct such as harassment or any code of conduct. Notwithstanding the foregoing, you shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the Company's Board of Directors (the "Board") (excluding you if you are a Director) at a meeting of the Board called and held for (but not necessarily exclusively for) that purpose (after reasonable notice to you and an opportunity for you to be heard by the Board) finding that you have, in the good faith opinion of the Board, engaged in conduct constituting Cause and specifying the particulars thereof in reasonable detail.

4. Tax Treatment

The Company shall have the right to deduct from all amounts payable hereunder any taxes required by law to be withheld with respect to such amounts. The provisions of this Agreement

shall be interpreted in such a manner that all such payments either comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), or are exempt from the requirements of Section 409A. None of the Releasees makes any representation or warranty and no Releasee shall have any liability to you or any other person if any payment under any provision of this Agreement is determined to constitute deferred compensation under Section 409A that is subject to the 20% tax under Section 409A.

5. Return of Property.

- (a) You may retain your Company laptop (or a substantially similar laptop) and cell phone, provided that you agree to provide such equipment to the Company, upon Company request, to ensure erasure of Company data in connection with the Separation Date. You may retain all contact list(s), and your personal effects from your Company office.
- (b) Other than as provided in the above subsection (a), you agree to return to the Company on or before the Separation Date (or such earlier date as is reasonably requested by the Company), all Company property, including, without limitation, computer equipment, robots, software, keys and access cards, credit cards, files and any documents (including computerized data and any copies made of any computerized data or software) containing information concerning the Company, its business or its business relationships (in the latter two cases, actual or prospective). After returning all such property to the Company, you commit to deleting and finally purging any duplicates of files or documents that contains Company information from any non-Company computer or other device that remains your property after the Separation Date. In the event that you later discover that you continue to retain any Company property, you shall return it to the Company immediately.

6. Continuing Obligations.

To avoid doubt, you agree that your obligations under Section 5 (Return of Property), 8 (Non-disparagement), 9 (Confidential Information) and 10 (Confidentiality of Agreement-Related Information) of this Agreement constitute Continuing Obligations (in addition to the Continuing Obligations described above)

Notwithstanding anything to the contrary set forth in the Continuing Obligations, you hereby agree that: (i) you are not eligible for any garden leave pay or other noncompetition consideration under the Continuing Obligations or otherwise, (ii) your post-employment noncompetition obligations to the Company, and your other obligations to the Company, under the Continuing Obligations and/or otherwise nevertheless are in full effect are fully enforceable, regardless of the circumstances of your termination; and are incorporated herein as if newly entered-into. You agree that your termination was mutual and was not a termination by the Company without cause for the purposes of Section 2 of your Noncompete/Nonsolicit Agreement and therefore your post-employment noncompetition obligations under Section 2 remain in effect. To avoid all doubt, the following constitutes your ongoing noncompetition obligations under such Section 2, which noncompetition obligation remains in full effect:

During the period of my employment by the Company and for one year following

the termination of my employment, regardless of the reasons for my termination, I shall not, anywhere in the United States, directly or indirectly, alone or as an owner, member, manager, partner, officer, employee, director, investor, lender, consultant or independent contractor of any entity, (i) accept employment with any business or entity that is in competition with the products or services being created, developed, manufactured, marketed, distributed or sold by the Company, or (ii) engage in any business or activity, including but not limited to, the design, manufacture or sale of robots, components for robots or related products or services, that is in competition with the products or services being created, developed, manufactured, marketed, distributed or sold by the Company.

Your nonsolicitation and other obligations under the Noncompete/Nonsolicit Agreement likewise remain in full effect.

You agree that your eligibility for compensation under this Agreement constitutes mutually agreed upon, fair and reasonable consideration for each of the Continuing Obligations that is separate from your employment with the Company. You agree that you had the opportunity to review the Continuing Obligations and this Agreement with the legal counsel of your choosing. You agree that you would not be eligible for consideration under this Agreement absent your agreement to this Section.

7. Release of Your Claims

In consideration for, among other terms, the consideration for which you are eligible under this Agreement, including without limitation your eligibility for the Transition Period and Severance Payments, and other good and valuable consideration, you voluntarily release and forever discharge the Company, its affiliated and related entities, its and their respective predecessors, successors and assigns, its and their respective employee benefit plans and fiduciaries of such plans, and the current and former officers, directors, shareholders, managers, employees, members, investors, attorneys, accountants, and agents of each of the foregoing in their official and personal capacities (collectively referred to as the "Releasees") generally from any and all claims, charges, complaints, obligations, promises, agreements, demands, actions, causes of action, suits, rights, costs, losses, debts, damages, and liabilities of every name and nature, known or unknown, suspected or unsuspected ("Claim" or "Claims"), which you now have, own or hold, or claim to have, own and hold, or which you at any time heretofore had, owned or held, or claimed to have had, owned or held, or which you at any time hereafter may have, own or hold, or claim to have, own or hold, against any or all of the Releasees relating to any event, act, or omission that has occurred prior to or as of the date when you sign this Agreement. This release includes, without limitation, all Claims:

- relating to your employment by and termination of employment with the Company;
- of wrongful discharge;
- of breach of contract;
- of retaliation or discrimination under federal, state or local law (including, without limitation, Claims of age discrimination or retaliation under the Age Discrimination in Employment Act (the "ADEA"), any other Claim under the ADEA, Claims of disability

discrimination or retaliation under the Americans with Disabilities Act, Claims of discrimination or retaliation under Title VII of the Civil Rights Act of 1964 and claims of discrimination or retaliation under Massachusetts General Law c.151B;

- under any other federal or state statute;
- under the Executive Agreement;
- of defamation or other torts;
- of violation of public policy;
- for wages, bonuses, incentive compensation, commissions, stock, stock options, other equity rights, vacation pay, severance pay or any other compensation or benefits, whether under the Massachusetts Wage Act or otherwise; and
- for damages or other remedies of any sort, including, without limitation, compensatory damages, punitive damages, injunctive relief and attorney's fees;

provided, however, this release shall not affect: your vested rights under the Company's Section 401(k) plan; rights or claims to indemnification, insurance coverage and/or defense you have or might have against the Company under any written agreement or written policy of the Company, any insurance policy, or under any applicable statute; or your rights under this Agreement (including claims for breach of this Agreement and/or to enforce your rights under this Agreement); any rights, you may have as holder of securities of the Company (including also any rights you may have as a holder of securities of the Company (including also any rights you may have under any agreement to which you a party as a holder o the Company's securities) (but to avoid doubt, you hereby waive any Claims that exist as of the date of this Agreement based on those rights)); and claims that cannot be waived as a matter of law, such as for unemployment or worker's compensation benefits.

8. Non-disparagement

Subject to the Protected Activities Section below, you agree: (i) not to make any disparaging statements, oral or written (including, without limitation, internet postings) concerning the Company or any of its affiliates or current or former officers, directors, shareholders, employees, or agents; and (ii) not to take any actions or conduct yourself in any way that would reasonably be expected to affect adversely the reputation or goodwill of the Company or any of its affiliates or any of its current or former officers, directors, shareholders, employees or agents. The Company will instruct its C-Suite executives and Board of Directors not to disparage you. These non-disparagement obligations shall not in any way affect any person's obligation to testify truthfully in any legal proceeding or to engage in the Protected Activities described below.

9. Confidential Information; Inventions

You acknowledge that you have and, prior to the Separation Date, will continue to have access to information concerning the Company and its affiliates that the Company treats as confidential and the disclosure of which could negatively affect the Company's interests ("Confidential Information"). All Confidential Information is of irreplaceable value to the Company. Confidential Information includes without limitation the terms of this Agreement. Except as required to perform your responsibilities for the Company, to comply with law or regulation, or as authorized

in writing in advance by the new CFO, the CEO or the Board, and subject to the Protected Activities Section below, you will not, at any time, use, disclose, or take any action which may result in the use or disclosure of any Confidential Information. For the avoidance of doubt, pursuant to the federal Defend Trade Secrets Act of 2016, you 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. To the extent you have not assigned any developments or intellectual property rights to the Company that are related to the Company's business activities or were made using the Company's time, equipment or resources and during your employment by the Company, you hereby assign such developments and intellectual property rights to the Company, to the fullest extent permitted by law.

10. Confidentiality of Agreement-Related Information

Subject to the Protected Activities Section below, you agree, to the fullest extent permitted by law, to keep all Agreement-Related Information completely confidential. "Agreement-Related Information" means the negotiations leading to this Agreement. Notwithstanding the foregoing, you may disclose Agreement-Related Information to your spouse, your attorney, and your financial advisors, and to them only provided that they first agree for the benefit of the Company to keep Agreement-Related Information confidential or as otherwise permitted by the Protected Activities section below. You represent that during the period since the date of this Agreement, you have not made any disclosures that would have been contrary to the foregoing obligation if it had then been in effect. Nothing in this section shall be construed to prevent you from disclosing Agreement-Related Information to the extent required by a lawfully issued subpoena or duly issued court order or from engaging in the activities described in the Protected Activities section below; provided that you provide the Company with advance written notice and a reasonable opportunity to contest such subpoena or court order, to the extent permitted by applicable law.

11. Protected Activities

Nothing contained in this Agreement or in any other agreement with the Company limits your ability to: (i) file a charge or complaint with any federal, state or local governmental agency or commission, including without limitation the Equal Employment Opportunity Commission, the National Labor Relations Board or the Securities and Exchange Commission (a "Government Agency"); (ii) communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency; (iii) exercise any rights you may have under Section 7 of the National Labor Relations Act, including any rights you may have under such provision to assist co-workers with or discuss any employment issue, dispute or term or condition of employment as part of engaging in concerted activities for the purpose of mutual aid or protection; (iv) discuss or disclose information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful; or (v) testify truthfully in a legal proceeding, in any event with or without notice to or approval of the Company so long as such communications and disclosures are consistent with applicable law and the information disclosure was not obtained through a communication that was subject to the attorney client privilege (unless disclosure of that information would otherwise be permitted consistent with such privilege). If you file any charge or complaint with any Government Agency and if the Government Agency pursues any claim on your behalf, or if any other third party pursues any claim on your behalf, you waive any right to

monetary or other individualized relief (either individually or as part of any collective or class action) but the Company will not limit any right you may have to receive an award by an order of a Government Agency pursuant to the whistleblower provisions of any applicable law or regulation for providing information to the SEC or any other Government Agency.

12. Legal Representation

This Agreement is a legally binding document and your signature will commit you to its terms. You acknowledge that you have carefully read and fully understand all of the provisions of this Agreement and that you are voluntarily entering into this Agreement.

13. Absence of Reliance

In signing this Agreement, you are not relying upon any promises or representations made by anyone at or on behalf of the Company or any other Releasees.

14. Enforceability

If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Waiver

No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement (including any of the Continuing Obligations), or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

16. Enforcement

(a) Jurisdiction; Jury Waiver. Except as expressly otherwise provided in the Equity Documents: (i) you and the Company hereby agree that the federal and state courts in the Commonwealth of Massachusetts shall have the exclusive jurisdiction and shall be the exclusive venue to consider any matters related to this Agreement, including without limitation any claim for violation of this Agreement; and (ii) with respect to any such court action, you (A) submit to the exclusive jurisdiction and exclusive venue of such courts, (B) consent to service of process, and (C) waive any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction or venue. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE COMPANY HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY SUCH COURT ACTION AND WITH RESPECT TO ANY OTHER COURT ACTION BETWEEN YOU AND THE company.

(b) Relief. You agree that it would be difficult to measure any harm caused to the Company that might result from any breach by you of your promises set forth any of the Continuing Obligations, each of which remain in effect, unaltered and unamended by this Agreement, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, you agree that if you breach, or propose to breach, any portion of any of the Continuing Obligations, the Company shall be entitled, in addition to all other remedies it may have, to an injunction or other appropriate equitable relief to restrain any such

breach, without showing or proving any actual damage to the Company and without the necessity of posting a bond. To the fullest extent permitted by applicable law, the prevailing party in any action to enforce any of the provisions of this Agreement shall be liable to the other party for reasonable attorney's fees and costs incurred by that party in enforcing such provision(s).

(c) Certain Other Remedies. If a court of competent jurisdiction determines that you materially have breached any of your obligations under this Agreement, in addition to any other legal or equitable remedies it may have for such breach, the Company shall have the right to terminate its payment or provision of Advisor Payments to you or for your benefit under this Agreement and/or require immediate repayment of any Advisor Payments already paid (including the fair market value of any shares issued upon settlement of RSUs or upon the exercise of Company stock options); provided that before seeking these remedies, the Company first must provide you with written notice detailing the alleged material breach and afford you at least fifteen (15) days to effect a cure, to the extent one is reasonably possible. The above remedies in the event of your breach will not (i) affect your continuing obligations under this Agreement, including your release of Claims under the Agreement, which release shall remain in full effect and (ii) limit the Company's other rights and remedies.

17. Governing Law; Interpretation

Except as expressly otherwise provided in the Equity Documents, this Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles. In the event of any dispute, this Agreement is intended by the parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either you or the Company or the "drafter" of all or any portion of this Agreement. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, and your/their heirs, successors and assigns.

18. Entire Agreement

This Agreement, the Continuing Obligations, the specified provisions within the EA regarding Change in Control Benefits, and the Equity Documents constitute the entire agreement between you and the Company and supersede any previous agreements or understandings between you and the Company (and any Company affiliate), including without limitation any offer letter or severance plan from or with the Company or any Company affiliate and the Executive Agreement.

19. Time for Consideration; Revocation Period

By entering into this Agreement, you acknowledge that you have been given twenty-one (21) days from the date of this Agreement (the "Consideration Period") to consider this Agreement. The Company advises you to consult with an attorney before signing this Agreement. You acknowledge that this Agreement includes a release of, among other Claims, Claims under the Age Discrimination in Employment Act and the Older Workers' Benefits Protection Act. To accept this Agreement, you must return a signed original of the Agreement or execute the DocuSign version of this agreement so that it is received by the undersigned Company representative by the end of the Consideration Period. In the event that you execute and return this Agreement prior to the end of the Consideration Period, you acknowledge that such decision was entirely voluntary and that you understood that you had the opportunity to consider this Agreement for the entire Consideration Period. For a period of seven (7) business days

from the date of your execution of this Agreement (the "Revocation Period"), you shall retain the right to revoke this Agreement by written notice that the undersigned Company representative receives before the end of such Revocation Period. This Agreement shall become effective on the day immediately following the expiration of the Revocation Period, provided that you do not revoke this Agreement during that Revocation Period.

20. Counterparts

This Agreement may be executed in any number of counterparts. Please indicate your agreement to the terms of this Agreement by signing or executing the DocuSign version of this agreement and returning to me the original of this letter within the time period set forth above.

Very truly yours,

By: /s/ Gary Cohen
Gary Cohen
Chief Executive Officer

11/4/2024
Date

I have read this Agreement and understand its terms. I understand that the Agreement is legally binding. I am knowingly and voluntarily entering into this Agreement.

The foregoing is agreed to and accepted by:

/s/ Julie Zeiler
Julie Zeiler

11/4/2024
Date

iRobot Corporation
8 Crosby Drive
Bedford, MA 01730

This Executive Agreement (the "Agreement"), by and among iRobot Corporation, a Delaware corporation (the "Company"), and the executive named below ("Executive"), sets forth the terms and conditions by which the Company will employ Executive and provide certain benefits for Executive under certain circumstances in the event of a termination of Executive's employment with the Company. The effective date of this Agreement shall be the date of last execution as set forth below (the "Execution Date").

iRobot Corporation

EXECUTIVE

By: /s/ Gary Cohen

By: /s/ Jules Connelly

Name: Gary Cohen

Name: Jules Connelly

Title: CEO

Address: 8 Parker Lane
Bedford, NH 03110

Address: 8 Crosby Drive, Bedford, MA 01730

Email: gcohen@irobot.com

Date: 11/4/24

Date: 11/4/24

WHEREAS, the Company recognizes that the uncertainty regarding the consequences of a termination of Executive's employment as an Officer of the Company may adversely affect the Company's ability to retain Executive;

WHEREAS, the Company further recognizes that, as is the case for most publicly-held companies, the possibility of a Change in Control (as hereinafter defined) exists, which may alter the nature and structure of the Company, and that the uncertainty regarding the consequences of such an event may adversely affect the Company's ability to retain Executive as an Officer;

WHEREAS, the Company desires to more closely align Executive's interests with those of the shareholders of the Company with respect to any Change in Control that may benefit the shareholders;

WHEREAS, the Company desires to assure itself of both present and future continuity of management in the event of a Change in Control by establishing certain benefits for Executive applicable under certain circumstances in the event of a Change in Control;

WHEREAS, the parties desire to set forth in writing the terms and conditions of their agreement with respect to the provision of benefits for Executive applicable under certain circumstances in the event of a Change in Control; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, it is agreed among the parties hereto as follows:

1. Term. This Agreement shall continue for a term commencing on the Execution Date and ending on the date two years thereafter (“Initial Term”), and shall be automatically renewed from year to year thereafter for successive one-year terms (each a “Renewal Term”) unless ninety (90) days prior to the expiration of the initial term or any renewal term, a party gives written notice of non-renewal to the other party; provided that any such notice provided by the Company any time during the period beginning on the date that is forty-five (45) days prior to the date upon which a definitive agreement for a Change in Control is publicly announced as having been executed by the Company (the “Announcement Date”) and ending on the first anniversary of the effective date of a Change in Control, shall have no effect whatsoever, and the Agreement shall continue in force until such time as otherwise terminated in accordance with the terms hereof. If an effective notice of non-renewal is given as permitted hereunder, this Agreement will expire at the conclusion of either the Initial Term or the Renewal Term, whichever is applicable, unless terminated earlier as permitted by Section 2 hereof. The “Term” of this Agreement shall include the Initial Term, as well as any Renewal Term, if applicable, subject to termination at any time prior to the expiration of the Term as provided in Section 2 hereof; provided, however, that in the event of the first Change in Control to occur during the Term (including after any notice of non-renewal is given), the Term shall automatically continue through the first anniversary of the effective date of such Change in Control.

2. At-Will Status. Notwithstanding any provision of this Agreement, Executive will remain employed at-will, so that Executive or the Company may terminate Executive’s employment at any time, with or without notice, for any or no reason, and this Agreement shall not create or imply any right or duty of Executive or the Company to have Executive remain in the employ thereof for any period of time. This Agreement shall automatically terminate on the earliest date of: (a) Executive’s Termination Date (as hereinafter defined) if Executive’s employment ceases for any reason other than due to an Involuntary Termination Upon a Change in Control or a Resignation for Good Reason Upon a Change in Control (as such terms are hereinafter defined); or (b) the date immediately following the one-year anniversary of the effective date of the first Change in Control to occur during the Term; provided, that, notwithstanding any provision in this Agreement to the contrary, if Executive’s employment is terminated by the Company prior to a Change in Control for any reason other than for Cause, death or Disability (as hereinafter defined) or ceases due to an Involuntary Termination Upon a Change in Control or a Resignation for Good Reason Upon a Change in Control, this Agreement shall remain in effect until all obligations of the parties hereunder have been fully satisfied.

3. Definitions. As used in this Agreement, the following terms shall have the meanings set forth herein:

a. “Cause” shall mean any one or more of the following: (i) Executive’s failure or refusal to perform his/her duties on behalf of the Company or Executive’s unsatisfactory performance (except due to Disability) for a period of thirty (30) days after receiving written notice identifying in reasonable detail the nature of such failure refusal or unsatisfactory performance; (ii) Executive’s commission of a felony or misdemeanor involving deceit, dishonesty, or fraud; (iii) disloyalty, willful misconduct, or breach of fiduciary duty by Executive; or (iv) Executive’s violation of any confidentiality or non-competition agreement with the Company or of any of the Company’s written employment polices related to conduct such as harassment or any code of conduct. Notwithstanding the foregoing, Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to him a copy of a resolution duly adopted by the Company’s Board of Directors (the “Board”) (excluding Executive if he is a Director) at a meeting of the Board called and held for (but not necessarily exclusively for) that purpose (after reasonable notice to Executive and an opportunity for Executive to be heard by the Board) finding that Executive has, in the good faith opinion of the Board, engaged in conduct constituting Cause and specifying the particulars thereof in reasonable detail.

b. “Change in Control” shall mean the occurrence of any of the following events:

(i) The Company is merged or consolidated or reorganized into or with another corporation or other legal person and, as a result of such merger, consolidation, or reorganization, less than fifty percent (50%) of the combined voting power of the then-outstanding securities of such surviving, resulting, or reorganized corporation or person immediately after such transaction is held in the aggregate by the holders of the then-outstanding securities entitled to vote generally in the election of directors of the Company (“Voting Stock”) immediately prior to such transaction;

(ii) The Company sells or otherwise transfers all or substantially all of its assets to any other corporation or other legal person and, as a result of such sale or transfer, less than fifty percent (50%) of the combined voting power of the then-outstanding securities of such corporation or person immediately after such sale or transfer is held in the aggregate by the holders of Voting Stock of the Company immediately prior to such sale or transfer;

(iii) Any corporation or other legal person, pursuant to a tender offer, exchange offer, purchase of stock (whether in a market transaction or otherwise), or other transaction or event acquires securities representing 30% or more of the Voting Stock of the Company, or there is a report filed on Schedule 13D or Schedule 14D-1 (or any successor schedule, form, or report), each as promulgated pursuant to the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”), disclosing that any “person” (as such term is used in Section 13(d)(3) or Section 14(d)(2) of the Exchange Act) has become the “beneficial owner” (as such term is used in Rule 13d-3 under the Exchange Act) of securities representing 30% or more of the Voting Stock of the Company;

(iv) The Company files a report or proxy statement with the Securities and Exchange Commission pursuant to the Exchange Act disclosing under or in response to Form 8-K or Schedule 14A (or any successor schedule, form, or report or item therein) that a change in control of the Company has occurred; or

(v) If, during any period of two consecutive years, individuals who at the beginning of any such period constitute the Board cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company’s stockholders, of each director of the Company first elected during such period, was approved by a vote of at least a majority of the directors then still in office who were directors of the Company at the beginning of any such period;

provided, however, that a “Change in Control” shall not be deemed to have occurred for purposes of this Agreement solely because (i) the Company, (ii) an entity in which the Company directly or indirectly beneficially owns 50% or more of the Voting Stock, or (iii) any Company-sponsored employee stock ownership plan or any other employee benefit plan of the Company, either files or becomes obligated to file a report or a proxy statement under or in response to Schedule 13D, Schedule 14D-1, Form 8-K or Schedule 14A (or any successor schedule, form, or report) under the Exchange Act, disclosing beneficial ownership by it of shares of Voting Stock or because the Company reports that a change in control of the Company has occurred by reason of such beneficial ownership.

c. “Company” shall mean iRobot Corporation, its assigns, and its Successors.

d. “Disability” shall mean any physical or mental disability that renders Executive unable to perform his/her essential job responsibilities for a cumulative period of 180 days in any twelve-month period, where such disability cannot be reasonably accommodated absent undue hardship.

e. “Executive Office” shall mean those offices of the Company domiciled in the United States that the Board in its reasonable discretion may designate from time to time as constituting an officer position pursuant to Section 16 of the Exchange Act and/or such other officers of the Company as the Board shall designate from time to time. Any person holding an Executive Office shall be an “Officer.”

f. “Incentive Pay Eligibility” shall mean the aggregate amount of any cash compensation derived from any bonus, incentive, performance, profit-sharing, or similar agreement, policy, plan, or arrangement

of the Company that Executive is eligible to receive based upon the attainment of 100% target or quota with respect to any one year.

g. “Involuntary Termination Upon a Change in Control” shall mean the termination of the employment of Executive by the Company without Cause at any time within the period beginning on the date that is forty-five (45) days prior to the Announcement Date and ending on the first anniversary of the effective date of a Change in Control. “Involuntary Termination Upon Change in Control” shall not include any termination of Executive’s employment (a) for Cause; (b) as a result of Executive’s Disability; (c) as a result of Executive’s death; or (d) by Executive for any reason.

h. “Resignation for Good Reason Upon a Change in Control” shall occur in the event the Executive resigns from his employment because of the occurrence of any of the following “Events,” without Executive’s prior written consent, during the one-year period beginning on the effective date of a Change in Control and provided Executive provides notice specified below:

- (i) The substantial reduction of Executive’s aggregate base salary;
- (ii) A material diminution in Executive’s responsibilities, authority, or duties;
- (iii) The permanent relocation of Executive’s primary workplace to a location more than thirty (30) miles away from Executive’s workplace in effect immediately prior to a Change in Control;
- (iv) Failure of any Successor to, or assignee of, the Company to assume the duties and obligations of the Company under this Agreement pursuant to Section 13 hereof; or

(v) The substantial reduction in Executive’s (1) Incentive Pay Eligibility or (2) the benefits for which Executive was eligible, in each case, in effect immediately prior to a Change in Control unless, however, in the case of subclause (2) only, such reduction is due to an across-the-board reduction applicable to all senior executives of the Company and any Successor, and the benefits available to Executive after such across-the-board reduction are no less favorable than those available to similarly-situated executives of the Company and such Successor; and provided that any substantial reduction in the case of subclause (1) or (2) results in a material negative change to the Executive for purposes of Section 409A of the Code, based on all of the relevant facts and circumstances; and

(x) Within sixty (60) days after the first occurrence of any such Event, Executive provides written notice to the Company describing with reasonable specificity the Event and stating his/her intention to resign from employment due to such Event, (y) Executive cooperates in good faith with the Company’s efforts, for a period not less than thirty (30) days following such notice (the “Cure Period”) to remedy such Event; and (z) Executive terminates his employment because of the Event within sixty (60) days after the end of the Cure Period. If the Company cures an Event during the Cure Period, such Event shall be deemed not to have occurred.

j. “Severance Benefits” shall mean:

(i) Payment equal to 100% (i.e. twelve (12) months) of Executive’s base salary, at the highest annualized rate in effect during the one (1) year period immediately prior to the Termination Date, payable in accordance with Section 3.j.(iv) below;

(ii) Payment of an amount equal to the prorated target of the Executive’s Incentive Pay eligibility with respect to the period beginning in January of the year in which the Executive’s employment is terminated and ending in the month in which Executive’s employment is terminated, payable in accordance with Section 3.j.(iv) below; and

(iii) in the event Executive elects after the Termination Date to continue health, vision, and/or dental coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Company will pay, on a monthly basis, the portion of the Executive’s monthly premium payments that the Company pays for active employees for each such coverage elected by Executive for Executive

and his or her eligible dependents, until the earliest of the following dates to occur with respect to each such elected coverage: (A) the twelve month anniversary of the Termination Date; (B) the date upon which Executive becomes covered under a comparable group plan for such applicable coverage; or (C) the date upon which Executive ceases to be eligible for COBRA continuation for such applicable coverage.

(iv) Each of the payments set forth in subsections 3.j.(i)-(ii) above (the “Severance Benefits”) shall be payable in twelve (12) equal monthly installments, beginning on the first regular payroll date that occurs after the 53-day period following the Executive’s Termination Date. Solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), each installment payment of the Severance Benefits is considered a separate payment and the first installment payment shall include a catch-up payment covering amounts that would otherwise have been paid during the 53-day period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. The payments described in Section 3.j.(iii) hereof shall be paid on a monthly basis.

k. “Stock Plans” shall mean the 2018 Stock Option and Incentive Plan and any other stock plans or stock option plans established and maintained by the Company at any time during the Term and pursuant to which Executive holds any options, stock, awards and/or purchase rights, each as may be or may have been amended.

l. “Successor” shall mean any successor to the Company (whether direct or indirect, by Change in Control, operation of law or otherwise), including but not limited to any successor (whether direct or indirect, by Change in Control, operation of law or otherwise) to, or ultimate parent entity of any successor to, the Company.

m. “Termination Date” shall mean Executive’s last date of employment with the Company.

n. “Vesting Date” shall have the meaning specified in Section 5.a.(iv) hereof.

4. Effect of a Termination without Cause. If Executive’s employment is terminated by the Company at any time during the Term and prior to a Change in Control for any reason that does not constitute Cause, death, or Disability, Executive shall be entitled to receive the following, subject to Section 7 hereof; provided, however, that if such termination constitutes an Involuntary Termination Upon a Change in Control or a Resignation for Good Reason Upon a Change in Control, Executive shall instead be entitled to the Change in Control Benefits described in Section 5.a. of this Agreement:

a. The Severance Benefits.

b. Executive shall also be entitled to any unpaid salary and benefits, and unused vacation accrued, through the Termination Date, which amounts shall be paid no later than ten days after the Termination Date (or otherwise in accordance with the terms of the applicable benefit plan or applicable law). Executive shall also be entitled to receive reimbursement for expenses that Executive reasonably and necessarily incurred on behalf of the Company prior to the Termination Date, provided that Executive submits expense reports and supporting documentation of such expenses as required by the Company’s policy in effect at that time. Executive shall not be eligible for or entitled to any severance payments or benefits pursuant to a severance plan, program, arrangement, practice, or policy of the Company, if any, that may be in effect as of the Termination Date, including without limitation any other agreement, entered into prior to the date hereof, that Executive may have with the Company regarding the subject matter hereof.

5. Effect of Involuntary Termination Upon a Change in Control or Resignation for Good Reason Upon a Change in Control. In the event of an Involuntary Termination Upon a Change in Control or a Resignation for Good Reason Upon a Change in Control during the Term, Executive shall be entitled to the following:

a. “Change in Control Benefits” as follows, subject to Section 7 hereof:

(i) Payment of an amount equal to 200% (i.e., 24 months) of Executive's base salary, at the highest annualized rate in effect during the period between the date immediately prior to the effective date of a Change in Control and the Termination Date, payable in accordance with Section 5.a(v) below;

(ii) Payment of an amount equal to 200% of the highest amount of Executive's Incentive Pay Eligibility with respect to the period beginning in the year prior to that in which the Change in Control occurs and ending in the year in which Executive's employment is terminated, payable in accordance with Section 5.a.(v) below; and

(iii) In the event Executive elects after the Termination Date to continue health, vision, and/or dental coverage pursuant to COBRA, the Company will pay, on a monthly basis, the portion of the Executive's monthly premium payments that the Company pays for active employees for each such coverage elected by Executive for Executive and his or her eligible dependents, until the earliest of the following dates to occur with respect to each such elected coverage: (A) the second anniversary of the Termination Date; (B) the date upon which Executive becomes covered under a comparable group plan for such applicable coverage; or (C) the date upon which Executive ceases to be eligible for COBRA continuation for such applicable coverage.

(iv) Any and all unvested stock, stock options, awards and/or rights that were granted to Executive under any of the Stock Plans prior to the Termination Date shall immediately become fully vested and exercisable as of the Termination Date or, if Executive's employment was terminated within the 45-day period prior to the Announcement Date, as of the Announcement Date (whichever may apply, the "Vesting Date"). Notwithstanding any contrary provision of any agreement relating to then outstanding stock, stock options, awards, and/or rights granted to Executive under any of the Stock Plans after the Execution Date, all such stock, stock options, awards and/or rights granted after the Execution Date may be exercised by Executive (or Executive's heirs, estate, legatees, executors, administrators, and legal representatives) at any time during the period ending on the earlier of (A) the later of (i) three (3) months after the Vesting Date and (ii) if Executive dies within the three-month period after the Vesting Date, the first anniversary of the date of Executive's death, and (B) the scheduled expiration of such stock, stock option, award or right, as the case may be. Executive hereby acknowledges and agrees that, as a result of the operation of Section 4 and this subsection 5.a.(ii), some or all of the "incentive stock options" (as defined in the Code) granted to Executive under the Stock Plans may no longer qualify as "incentive stock options" for U.S. federal income tax purposes, and Executive hereby consents to any such disqualification.

(v) Each of the payments set forth in subsections 5.a.(i)-(ii) above (the "Cash Severance Benefits") shall be payable in twenty-four (24) equal monthly installments, beginning on the first regular payroll date that occurs after the 53-day period following the Executive's Termination Date. Solely for purposes of Section 409A of the Code, each installment payment of the Cash Severance Benefits is considered a separate payment and the first installment payment shall include a catch-up payment covering amounts that would otherwise have been paid during the 53-day period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. The payments described in Section 5.a.(iii) hereof shall be paid on a monthly basis.

b. Executive shall also be entitled to any unpaid salary and benefits, and unused vacation accrued, through the Termination Date, which amounts shall be paid no later than ten days after the Termination Date (or otherwise in accordance with the terms of the applicable benefit plan or applicable law). Executive shall also be entitled to receive reimbursement for final expenses that Executive reasonably and necessarily incurred on behalf of the Company prior to the Termination Date, provided that Executive submits expense reports and supporting documentation of such expenses as required by the Company's policy in effect at that time. Executive shall not be eligible for or entitled to any severance payments or benefits pursuant to a severance plan, program, arrangement, practice, or policy of the Company, if any, that may be in effect as of the Termination Date, including without limitation any other agreement, entered into prior to the date hereof, that Executive may have with the Company regarding the subject matter hereof.

6. Liquidated Damages. The parties hereto expressly agree that provision of the Severance Benefits or Change in Control Benefits to Executive in accordance with the terms of this Agreement will be liquidated damages, and that Executive shall not be required to mitigate the amount of any payments provided for in this Agreement by seeking other employment or otherwise, nor shall any profits, income, earnings or other benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on the part of Executive hereunder or otherwise.

7. Conditions of Severance Benefits and Change in Control Benefits. Executive shall receive Severance Benefits and/or Change in Control Benefits only if Executive: (a) executes a separation agreement, which includes a general release of claims in favor of the Company and related persons and entities, in a form and of a scope reasonably acceptable to the Company; (b) returns all property, equipment, confidential information, and documentation of the Company; (c) has complied and continues to comply with any noncompetition, inventions, and/or nondisclosure obligations that Executive may owe to the Company, whether pursuant to an agreement or applicable law; and (d) provides a signed, written resignation of Executive's status as an officer, including, without limitation, an Executive Officer, and director (if applicable) of the Company and, if applicable, its subsidiaries. In the event that Executive has breached any obligations described in Section 7(c), then (x) the Cash Severance Benefits shall terminate and Executive shall no longer be entitled to them; (y) Executive shall promptly repay to the Company any Cash Severance Benefits previously received by Executive; and (z) all options, awards and purchase rights held by Executive shall no longer be exercisable as of the date of Executive's breach. Such termination and repayment of Cash Severance Benefits and cessation of the right to exercise shall be in addition to, and not in lieu of, any and all available legal and equitable remedies, including injunctive relief. Notwithstanding anything in this Agreement to the contrary, no payment and vesting dates will occur until after the separation agreement referred to in clause (a) above is executed by Executive and becomes fully effective (including by any applicable revocation periods expiring). Executive must satisfy each of the conditions specified above within the timeframes established by the Company provided the Executive shall have no more than forty-five (45) days following Executive's Termination Date to satisfy the conditions specified in 7(a), 7(b) and 7(d) above.

8. Taxes. All payments and benefits described in this Agreement shall be subject to any and all applicable federal, state, local, and foreign withholding, payroll, income, and other taxes. Except as specifically provided for herein, nothing shall be construed to require the Company to make any payments to compensate Executive for any adverse tax effect associated with any payments or benefits or for any deduction or withholdings from any payment or benefit.

9. Section 409A. Anything in this Agreement to the contrary notwithstanding, if at the time of Executive's separation from service within the meaning of Section 409A of the Code, the Company determines that Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, and if any payment or benefit that Executive becomes entitled to under this Agreement would be considered deferred compensation subject to interest, penalties and additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, then no such payment shall be payable or benefit shall be provided prior to the date that is the earlier of (A) six months and one day after Executive's Separation from Service (defined below), or (B) Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule. The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. For purposes of clarity, to the extent that any payment or benefit hereunder is payable upon a termination of Executive's employment, then such payments or benefits shall only be payable upon Executive's "Separation from Service." The term "Separation from Service" shall mean Executive's 'separation from service' from the Company, an affiliate of the Company or a successor entity within the meaning set forth in Section 409A of the Code, determined in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h). All in-kind benefits provided and expenses

eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided, or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party. The Company makes no representation or warranty and shall have no liability to Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A but do not satisfy an exemption from, or the conditions of, such section.

10. Certain Reduction of Payments. If (a) the Change in Control Benefits and any payment or benefit received or to be received by Executive pursuant to any other plan, arrangement, or agreement (collectively, the “Total Payments”) would constitute (in whole or in part) an “excess parachute payment” within the meaning of Section 280G(b) of the Code, and (b) Executive would retain more of the Total Payments (after the payment of applicable tax liabilities imposed on the Total Payments) in the event that the Cap (defined below) is imposed, then the amount of the Total Payments shall be reduced until the aggregate “present value” (as that term is defined in Section 280G(d)(4) of the Code using the applicable federal rate in effect on the date of this Agreement) of the Total Payments is such that no part of the Total Payments constitutes an “excess parachute payment” within the meaning of Section 280G(b) of the Code (the “Cap”). In such event, the Total Payments shall be reduced in the following order: (i) cash payments not subject to Section 409A of the Code; (ii) cash payments subject to Section 409A of the Code; (iii) equity-based payments and acceleration; and (iv) non-cash forms of benefits. To the extent any payment is to be made over time (e.g., in installments, etc.), then the payments shall be reduced in reverse chronological order.

11. Exclusive Remedy. Except as expressly set forth herein or otherwise required by law, Executive shall not be entitled to any compensation, benefits, or other payments as a result of or in connection with the termination or resignation of Executive’s employment at any time, for any reason. The payments and benefits set forth in Sections 4 and 5 hereof shall constitute liquidated damages and shall be Executive’s sole and exclusive remedy for any claims, causes of action or demands arising under or in connection with this Agreement or its alleged breach, the termination or resignation of Executive’s employment relationship, or the cessation of holding an Executive Office.

12. Governing Law/Forum. The parties agree that any claims arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, and this Agreement shall in all respects be interpreted, enforced, and governed under the internal and domestic laws of such State, without giving effect to the principles of conflicts of laws thereof. In addition, each of the parties, by its or his execution hereof, hereby irrevocably submits to the exclusive jurisdiction of the state or federal courts of Massachusetts with respect to any claims arising out of or in connection with this Agreement and agrees not to commence any such claims or actions other than in such courts. The prevailing party in any action arising out of or in connection with this Agreement shall be entitled to payment, by the other party, of the prevailing party’s reasonable expenses and attorneys’ fees incurred in connection with such action.

13. Entire Agreement. This Agreement, along with the Offer Letter from the Company to the Executive dated April 25, 2024, shall constitute the sole and entire agreement among the parties with respect to the subject matter hereof, and supersedes and cancels all prior, concurrent and/or contemporaneous arrangements, understandings, promises, programs, policies, plans, practices, offers, agreements and/or discussions, whether written or oral, by or among the parties regarding the subject matter hereof, including, but not limited to, the Prior Agreement and any other agreement constituting or concerning employment agreements, change in control

benefits and/or severance benefits; provided, however, that this Agreement is not intended to, and shall not, supersede, affect, limit, modify or terminate any of the following, all of which shall remain in full force and effect in accordance with their respective terms: (i) any written agreements, programs, policies, plans, arrangements, or practices of the Company that do not relate to the subject matter hereof; (ii) any written stock, stock option, RSU, and/or PSU agreements between Executive and the Company (except as expressly modified hereby); and (iii) any written agreements between Executive and the Company concerning noncompetition, nonsolicitation, inventions, and/or nondisclosure obligations.

14. Successors and Assignment. Executive may not assign any rights or delegate any duties or obligations under this Agreement. The Company will require its respective assigns and Successors to expressly assume this Agreement and to agree to perform hereunder in the same manner and to the same extent that the Company would be required to perform if no such succession or assignment had taken place. Regardless of whether such an agreement is executed, this Agreement shall inure to the benefit of, and be binding upon, the Company's Successors and assigns and Executive's heirs, estate, legatees, executors, administrators, and legal representatives.

15. Notices. All notices required hereunder shall be in writing and shall be delivered in person, by facsimile, by email, or by certified or registered mail (or similar means for non-U.S. addresses), return receipt requested, and shall be effective upon receipt if by personal delivery, facsimile, or by email, or three (3) business days after mailing if sent by certified or registered mail (or similar means for non-U.S. addresses). All notices shall be addressed as specified on the first page of this Agreement or to such other address as the parties may later provide in writing.

16. Severability/Reformation. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances shall not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties.

17. Modification. This Agreement may be modified or waived only in accordance with this Section 17. No waiver by any party of any breach by the other or any provision hereof shall be deemed to be a waiver of any later or other breach thereof or as a waiver of any other provision of this Agreement. This Agreement and its terms may not be waived, changed, discharged, or terminated orally or by any course of dealing between or among the parties, but only by a written instrument signed by the party against whom any waiver, change, discharge, or termination is sought. No modification or waiver by the Company is effective without written consent of the Board of Directors of the Company.

18. Survival of Obligations and Rights. Notwithstanding anything to the contrary in this Agreement, provisions herein shall survive the termination of Executive's employment by the Company prior to a Change in Control, or due to an Involuntary Termination Upon a Change in Control or a Resignation for Good Reason Upon a Change in Control or, other expiration or termination of this Agreement, if so provided herein or if necessary or desirable to fully accomplish the purposes of such provisions, including the obligations and rights contained in Sections 4 through 19 hereof.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. PDF and facsimile signature pages shall have the same legal effect as originals.

20. Section Headings. The descriptive section headings herein have been inserted for convenience only and shall not be deemed to define, limit, or otherwise affect the construction of any provision hereof.

November 4, 2024

Russell Campanello

Re: Transitional Services and Separation Agreement

Dear Russ:

This letter agreement follows our conversations regarding your employment with iRobot Corporation (the "Company"). This confirms that you will be transitioning from your role as Executive Vice President Human Resources & Corporate Communications (EVP) of the Company and, ultimately, from your employment with the Company. The Company greatly appreciates your service to the Company and would like to make this transition as smooth as possible. Consistent with that, the Company is offering you an opportunity continue your at-will employment during a transition period and receive pay and benefits in connection therewith.

Regardless of whether you enter into the Agreement below, the following bulleted terms and obligations apply:

- The Company shall pay your salary plus all accrued but unused vacation to which you are entitled through the Separation Date.
- Your eligibility to participate in the Company's group medical, dental and/or vision plans (as applicable to you) ceases on the Separation Date in accordance with the terms and conditions of the health and dental plans. You may elect to continue your benefits under these plans (as applicable) in accordance with and subject to the law known as COBRA.
- Your eligibility to participate in the Company's other employee benefit plans and programs ceases on the Separation Date in accordance with the terms and conditions of each of those benefit plans and programs. Your rights to benefits, if any, are governed by the terms and conditions of those benefit plans and programs.
- Basic Life and/or Supplemental Life insurance that was in force at the time of your termination may be converted to an individual own policy at your own expense. Please refer to the enclosed application forms.

- iRobot Fund for the Future 401(k) Plan – for information on your 401(k) plan including distributions, loan repayment or rollover provisions, please contact Fidelity online at www.netbenefits.com or call them at 800-294-4015,
- The Company shall reimburse you for any outstanding, reasonable business expenses that you have incurred on the Company's behalf through the Separation Date, provided the Company receives appropriate documentation pursuant to the Company's business expense reimbursement policy within ten (10) days of the Separation Date.
- You shall have the right to continue to vest in any iRobot restricted stock units subject solely to time-based vesting ("RSUs") and performance-based restricted stock units ("PSUs") that you hold through the Separation Date (as defined below) and you shall have the right to exercise any vested Company stock that you hold, pursuant to and subject to the terms of any and all applicable iRobot equity plans and awards agreements (collectively, "Equity Documents"). Subject to the terms of the Agreement below, which provide you with the opportunity for equity acceleration, all unvested equity awards will lapse and be forfeited on your Separation Date.
- You are subject to continuing obligations under your Noncompetition & Nonsolicitation Agreement with the Company dated November 1, 2010 (the "Noncompete/Nonsolicit Agreement") your Invention & Confidentiality agreement dated November 1, 2010, and under Sections 7 and 11 of your Amended and Restated Executive Agreement with the Company (the "Executive Agreement") (which, together with any other confidentiality, restrictive covenant and other Continuing Obligations you have to any of the Releasees (as defined below), including the covenants to which you agree by signing the Agreement below, are referred to herein as the "Continuing Obligations").

The terms set forth above will not be affected by whether or not you agree to the terms set forth below.

The remainder of this letter proposes an agreement (the "Agreement") between you and the Company. The purpose of this Agreement is to establish an amicable arrangement for your transition from the Company, including releasing the Company and related persons or entities from any claims and permitting you to receive the Advisor Payments described below.

You acknowledge that you are entering into this Agreement voluntarily.

By entering into this Agreement, you understand that the Company is not admitting in any way that it violated any legal obligation that it owed to you.

Subject to your performance of your obligations set forth herein and the execution and non-revocation of the Agreement, you acknowledge and agree that:

1. Transition from EVP Role

You shall remain employed as EVP and continue to provide your existing services to the Company, until December 2, 2024 (unless the Company earlier terminates your employment for Cause, as defined below) (such date, the "Transition Date"). You are expected to continue to operate in your capacity as EVP during this period.

You further agree to (i) cooperate with the Company as to the timing and content of the announcement of your transition; (ii) execute such documentation as the Company or its

applicable affiliate reasonably requires to effectuate any resignations of your officer position, named executive officer position and any other positions you occupy at the Company (which shall not take effect until December 2, 2024 subject to this Agreement); and (iii) take such steps as the Company reasonably requests to ensure the transition of any account access, systems access, password access, customer access, confidential information, Company property, customer information, or customer relationships to the Company.

2. Role as Advisor to CHRO; Separation Date

- (a) Following the Transition Date, it is expected that you will continue to be employed as an at-will "Advisor to the CHRO" until no later than March 28, 2025 (such date, the "Anticipated Separation Date"). Your last day of employment, whether it is the Anticipated Separation Date or an earlier date (i.e. if you earlier resign or are terminated by the Company for Cause, as defined below), shall be referred to as the "Separation Date." The parties may mutually agree in writing to extend the Separation Date. The time period between the Transition Date and the Separation Date shall be referred to as the "Transition Period."
- (b) During the Transition Period, in your role as Advisor to the CHRO, you agree to (i) assist in the transition of responsibilities to the new CHRO; and (ii) perform such other duties as the Board, the new CHRO or the Company's Chief Executive Officer (CEO) reasonably request.
- (c) During the Transition Period, you will serve in a full-time capacity until at least December 27, 2024, which date may be extended by mutual agreement between you and the Company (such date, or a subsequent last date if extended by such mutual agreement, the "Full-Time End Date.")
- (d) Between the Full-Time End Date and March 28, 2025 (the "Part-Time Period"), you will serve in a 60% capacity, i.e. 3 days per week.
- (e) During the Transition Period, you will (i) be paid your current base salary rate (which shall be prorated to account for your 60% work schedule during the Part-Time Period) (the "Base Salary"); (ii) continue to vest in your iRobot stock options, RSUs and PSUs, (as and if applicable), subject to the terms of the Equity Documents; and (iii) continue to be eligible for other employee benefits offered by the Company, subject to applicable plan and policy terms in effect from time to time. However, you will not be eligible for any bonus from the Company for 2025. To avoid doubt, during the Transition Period, you will remain subject to all applicable Company policies and procedures, including, but not in any way limited to, the Company's Insider Trading Policy.

3. Severance Benefits

- (a) If you (i) do not resign and are not terminated by the Company for Cause on or before March 28, 2025; and (ii) comply with this Agreement and not breach your Continuing Obligations, the Company will provide you with the following "Severance Benefits":
 - i. The Company shall pay you severance of twelve (12) months of your annualized Base Salary rate of \$410,000 (the "Severance Pay"). The

Company shall pay you Severance Pay as salary continuation in substantially equal monthly installments on its regular payroll dates applicable to your position with the Company, beginning with the first such payroll date after the Separation Date.

- ii. Subject to your timely election of COBRA rights, and if you remain eligible for benefit continuation under COBRA, the Company will pay the regular employer portion of your applicable health, vision and/or dental premiums to the same extent as if you had remained employed with the Company, until the earliest of (i) the twelve (12) month anniversary of the Separation Date (ii) the date upon which you become covered under a comparable group plan for such applicable coverage or (iii) the date that you otherwise become ineligible under COBRA (the "Benefit Continuation Period"). During this Benefit Continuation Period, you will still be responsible for the active employee portion (as in effect on the Separation Date) of any premiums for these plans and the 2% COBRA administration fee (this fee is based on the total premium). At the end of your Benefit Continuation Period, you and/or your beneficiaries may continue your health and/or dental insurance for the remainder of the COBRA period at your own expense, to the extent you and they remain eligible. You agree to inform the Company promptly upon your eligibility for group health insurance from a subsequent employer, and you agree to respond promptly to the Company's COBRA-related inquiries.
 - iii. Notwithstanding anything to the contrary in the Equity Documents the Company shall accelerate the vesting of the portion of your Company RSUs that would have vested had you remained employed by the Company until the twelve (12) month anniversary of the Separation Date (the "Accelerated RSUs"), effective on the Separation Date. Other than the Accelerated RSUs, all other unvested stock options, RSUs and PSUs shall expire, be forfeited and become null and void on the Separation Date. Your stock options, RSUs (including without limitation the Accelerated RSUs) and (if applicable) PSUs shall otherwise remain subject to the Equity Documents in all respects.
- (b) You agree that the above Severance Benefits are in excess of those for which are eligible under the Executive Agreement, and you hereby waive any right to severance benefits or other compensation and benefits under the Executive Agreement.
- (c) To avoid doubt, if, prior to the Anticipated Separation Date, the Company terminates your employment without Cause (defined below) (which to avoid doubt, shall include your termination due to your death), the Company will provide you with the Severance Benefits, at the times and subject to the conditions described in subsection (a) above. In the event of a termination due to your death, the Company will provide your estate with the Severance Benefits, unless prohibited by law or the terms of applicable plans.

- (d) To avoid doubt, if the Company terminates your employment for Cause, as defined below, or if you resign before the Anticipated Separation Date, or if you breach this Agreement or your Continuing Obligations, you will not be eligible for the Severance Benefits.
- (e) "Cause" shall mean (i) your material breach of any Continuing Obligations (as defined in this Agreement) or (ii) any grounds for Cause defined in the Executive Agreement, which Cause definition is reproduced herein for reference:

"Cause" shall mean any one or more of the following: (i) Your failure or refusal to perform your duties on behalf of the Company or your unsatisfactory performance (except due to Disability) [as defined in the Executive Agreement] for a period of thirty (30) days after receiving written notice identifying in reasonable detail the nature of such failure, refusal or unsatisfactory performance; (ii) Your commission of a felony or misdemeanor involving deceit, dishonesty or fraud; (iii) disloyalty, willful misconduct or breach of fiduciary duty by you; or (iv) Your violation of any confidentiality, developments or non-competition agreement or any written employment policies related to conduct such as harassment or any code of conduct. Notwithstanding the foregoing, you shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to you a copy of a resolution duly adopted by the Company's Board of Directors (the "Board") (excluding you if you are a Director) at a meeting of the Board called and held for (but not necessarily exclusively for) that purpose (after reasonable notice to you and an opportunity for you to be heard by the Board) finding that you have, in the good faith opinion of the Board, engaged in conduct constituting Cause and specifying the particulars thereof in reasonable detail.

4. Tax Treatment

The Company shall have the right to deduct from all amounts payable hereunder any taxes required by law to be withheld with respect to such amounts. The provisions of this Agreement shall be interpreted in such a manner that all such payments either comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), or are exempt from the requirements of Section 409A. None of the Releasees makes any representation or warranty and no Releasee shall have any liability to you or any other person if any payment under any provision of this Agreement is determined to constitute deferred compensation under Section 409A that is subject to the 20% tax under Section 409A.

5. Return of Property

- (a) You may retain your Company laptop (or a substantially similar laptop) and cell phone, provided that you agree to provide such equipment to the Company, upon Company request, to ensure erasure of Company data in connection with the Separation Date. You may retain all contact list(s), and your personal effects from your Company office.
- (b) Other than as provided in the above subsection (a), you agree to return to the Company on or before the Separation Date (or such earlier date as is reasonably requested by the Company), all Company property, including, without limitation, computer equipment, robots, software, keys and access cards, credit cards, files and any documents

(including computerized data and any copies made of any computerized data or software) containing information concerning the Company, its business or its business relationships (in the latter two cases, actual or prospective). After returning all such property to the Company, you commit to deleting and finally purging any duplicates of files or documents that contains Company information from any non-Company computer or other device that remains your property after the Separation Date. In the event that you later discover that you continue to retain any Company property, you shall return it to the Company immediately.

6. Continuing Obligations.

To avoid doubt, you agree that your obligations under Section 5 (Return of Property), 8 (Non-disparagement), 9 (Confidential Information) and 10 (Confidentiality of Agreement-Related Information) of this Agreement constitute Continuing Obligations (in addition to the Continuing Obligations described above)

Notwithstanding anything to the contrary set forth in the Continuing Obligations, you hereby agree that: (i) you are not eligible for any garden leave pay or other noncompetition consideration under the Continuing Obligations or otherwise, (ii) your post-employment noncompetition obligations to the Company, and your other obligations to the Company, under the Continuing Obligations and/or otherwise nevertheless are in full effect are fully enforceable, regardless of the circumstances of your termination; and are incorporated herein as if newly entered-into. You agree that your termination was mutual and was not a termination by the Company without cause for the purposes of Section 2 of your Noncompete/Nonsolicit Agreement and therefore your post-employment noncompetition obligations under Section 2 remain in effect. To avoid all doubt, the following constitutes your ongoing noncompetition obligations under such Section 2, which noncompetition obligation remains in full effect:

During the period of my employment by the Company and for one year following the termination of my employment, regardless of the reasons for my termination, I shall not, anywhere in the United States, directly or indirectly, alone or as an owner, member, manager, partner, officer, employee, director, investor, lender, consultant or independent contractor of any entity, (i) accept employment with any business or entity that is in competition with the products or services being created, developed, manufactured, marketed, distributed or sold by the Company, or (ii) engage in any business or activity, including but not limited to, the design, manufacture or sale of robots, components for robots or related products or services, that is in competition with the products or services being created, developed, manufactured, marketed, distributed or sold by the Company.

Your nonsolicitation and other obligations under the Noncompete/Nonsolicit Agreement likewise remain in full effect.

You agree that your eligibility for compensation under this Agreement constitutes mutually agreed upon, fair and reasonable consideration for each of the Continuing Obligations that is separate from your employment with the Company. You agree that you had the opportunity to review the Continuing Obligations and this Agreement with the legal counsel of your choosing.

You agree that you would not be eligible for consideration under this Agreement absent your agreement to this Section.

7. Release of Your Claims

In consideration for, among other terms, the consideration for which you are eligible under this Agreement, including without limitation your eligibility for the Transition Period and Severance Payments, and other good and valuable consideration, you voluntarily release and forever discharge the Company, its affiliated and related entities, its and their respective predecessors, successors and assigns, its and their respective employee benefit plans and fiduciaries of such plans, and the current and former officers, directors, shareholders, managers, employees, members, investors, attorneys, accountants, and agents of each of the foregoing in their official and personal capacities (collectively referred to as the "Releasees") generally from any and all claims, charges, complaints, obligations, promises, agreements, demands, actions, causes of action, suits, rights, costs, losses, debts, damages, and liabilities of every name and nature, known or unknown, suspected or unsuspected ("Claim" or "Claims"), which you now have, own or hold, or claim to have, own and hold, or which you at any time heretofore had, owned or held, or claimed to have had, owned or held, or which you at any time hereafter may have, own or hold, or claim to have, own or hold, against any or all of the Releasees relating to any event, act, or omission that has occurred prior to or as of the date when you sign this Agreement. This release includes, without limitation, all Claims:

- relating to your employment by and termination of employment with the Company;
- of wrongful discharge;
- of breach of contract;
- of retaliation or discrimination under federal, state or local law (including, without limitation, Claims of age discrimination or retaliation under the Age Discrimination in Employment Act (the "ADEA"), any other Claim under the ADEA, Claims of disability discrimination or retaliation under the Americans with Disabilities Act, Claims of discrimination or retaliation under Title VII of the Civil Rights Act of 1964 and claims of discrimination or retaliation under Massachusetts General Law c.151B;
- under any other federal or state statute;
- under the Executive Agreement;
- of defamation or other torts;
- of violation of public policy;
- for wages, bonuses, incentive compensation, commissions, stock, stock options, other equity rights, vacation pay, severance pay or any other compensation or benefits, whether under the Massachusetts Wage Act or otherwise; and
- for damages or other remedies of any sort, including, without limitation, compensatory damages, punitive damages, injunctive relief and attorney's fees;

provided, however, this release shall not affect your vested rights under the Company's Section 401(k) plan, rights or claims to indemnification and/or defense you have or might have against

the Company under any written agreement or written policy of the Company, or under any applicable statute, or your rights under this Agreement.

8. Non-disparagement

Subject to the Protected Activities Section below, you agree: (i) not to make any disparaging statements, oral or written (including, without limitation, internet postings) concerning the Company or any of its affiliates or current or former officers, directors, shareholders, employees, or agents; and (ii) not to take any actions or conduct yourself in any way that would reasonably be expected to affect adversely the reputation or goodwill of the Company or any of its affiliates or any of its current or former officers, directors, shareholders, employees or agents. These non-disparagement obligations shall not in any way affect your obligation or right to testify truthfully in any legal proceeding or to engage in the Protected Activities described below.

9. Confidential Information; Inventions

You acknowledge that you have and, prior to the Separation Date, will continue to have access to information concerning the Company and its affiliates that the Company treats as confidential and the disclosure of which could negatively affect the Company's interests ("Confidential Information"). All Confidential Information is of irreplaceable value to the Company. Confidential Information includes without limitation the terms of this Agreement. Except as required to perform your responsibilities for the Company, to comply with law or regulation, or as authorized in writing in advance by the new CFO, the CEO or the Board, and subject to the Protected Activities Section below, you will not, at any time, use, disclose, or take any action which may result in the use or disclosure of any Confidential Information. For the avoidance of doubt, pursuant to the federal Defend Trade Secrets Act of 2016, you 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. To the extent you have not assigned any developments or intellectual property rights to the Company that are related to the Company's business activities or were made using the Company's time, equipment or resources and during your employment by the Company, you hereby assign such developments and intellectual property rights to the Company, to the fullest extent permitted by law.

10. Confidentiality of Agreement-Related Information

Subject to the Protected Activities Section below, you agree, to the fullest extent permitted by law, to keep all Agreement-Related Information completely confidential. "Agreement-Related Information" means the negotiations leading to this Agreement. Notwithstanding the foregoing, you may disclose Agreement-Related Information to your spouse, your attorney, and your financial advisors, and to them only provided that they first agree for the benefit of the Company to keep Agreement-Related Information confidential or as otherwise permitted by the Protected Activities section below. You represent that during the period since the date of this Agreement, you have not made any disclosures that would have been contrary to the foregoing obligation if it had then been in effect. Nothing in this section shall be construed to prevent you from disclosing Agreement-Related Information to the extent required by a lawfully issued subpoena or duly issued court order or from engaging in the activities described in the Protected Activities section below; provided that you provide the Company with advance written notice and a

reasonable opportunity to contest such subpoena or court order, to the extent permitted by applicable law.

11. Protected Activities

Nothing contained in this Agreement or in any other agreement with the Company limits your ability to: (i) file a charge or complaint with any federal, state or local governmental agency or commission, including without limitation the Equal Employment Opportunity Commission, the National Labor Relations Board or the Securities and Exchange Commission (a "Government Agency"); (ii) communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency; (iii) exercise any rights you may have under Section 7 of the National Labor Relations Act, including any rights you may have under such provision to assist co-workers with or discuss any employment issue, dispute or term or condition of employment as part of engaging in concerted activities for the purpose of mutual aid or protection; (iv) discuss or disclose information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful; or (v) testify truthfully in a legal proceeding, in any event with or without notice to or approval of the Company so long as such communications and disclosures are consistent with applicable law and the information disclosure was not obtained through a communication that was subject to the attorney client privilege (unless disclosure of that information would otherwise be permitted consistent with such privilege). If you file any charge or complaint with any Government Agency and if the Government Agency pursues any claim on your behalf, or if any other third party pursues any claim on your behalf, you waive any right to monetary or other individualized relief (either individually or as part of any collective or class action) but the Company will not limit any right you may have to receive an award by an order of a Government Agency pursuant to the whistleblower provisions of any applicable law or regulation for providing information to the SEC or any other Government Agency.

12. Legal Representation

This Agreement is a legally binding document and your signature will commit you to its terms. You acknowledge that you have carefully read and fully understand all of the provisions of this Agreement and that you are voluntarily entering into this Agreement.

13. Absence of Reliance

In signing this Agreement, you are not relying upon any promises or representations made by anyone at or on behalf of the Company or any other Releasees.

14. Enforceability

If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Waiver

No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement (including any of the Continuing Obligations), or the waiver by any

party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

16. Enforcement

(a) Jurisdiction; Jury Waiver. Except as expressly otherwise provided in the Equity Documents: (i) you and the Company hereby agree that the federal and state courts in the Commonwealth of Massachusetts shall have the exclusive jurisdiction and shall be the exclusive venue to consider any matters related to this Agreement, including without limitation any claim for violation of this Agreement; and (ii) with respect to any such court action, you (A) submit to the exclusive jurisdiction and exclusive venue of such courts, (B) consent to service of process, and (C) waive any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction or venue. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE COMPANY HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY SUCH COURT ACTION AND WITH RESPECT TO ANY OTHER COURT ACTION BETWEEN YOU AND THE company.

(b) Relief. You agree that it would be difficult to measure any harm caused to the Company that might result from any breach by you of your promises set forth any of the Continuing Obligations, each of which remain in effect, unaltered and unamended by this Agreement, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, you agree that if you breach, or propose to breach, any portion of any of the Continuing Obligations, the Company shall be entitled, in addition to all other remedies it may have, to an injunction or other appropriate equitable relief to restrain any such breach, without showing or proving any actual damage to the Company and without the necessity of posting a bond. To the fullest extent permitted by applicable law, the prevailing party in any action to enforce any of the provisions of this Agreement, shall be liable to the other party for reasonable attorney's fees and costs incurred by that party in enforcing such provision(s).

(c) Certain Other Remedies. If a court of competent jurisdiction determines that you materially have breached any of your obligations under this Agreement, in addition to any other legal or equitable remedies it may have for such breach, the Company shall have the right terminate its payment or provision of Advisor Payments to you or for your benefit under this Agreement and/or require immediate repayment of any Advisor Payments already paid (including the fair market value of any shares issued upon settlement of RSUs or upon the exercise of Company stock options); provided that before seeking these remedies, the Company first must provide you with written notice detailing the alleged material breach and afford you at least fifteen (15) days to effect a cure, to the extent one is reasonably possible. The above remedies in the event of your breach will not (i) affect your continuing obligations under this Agreement, including your release of Claims under the Agreement, which release shall remain in full effect and (ii) limit the Company's other rights and remedies.

Governing Law; Interpretation

Except as expressly otherwise provided in the Equity Documents, this Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles. In the event of any dispute, this Agreement is intended by the parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either you or the Company or the "drafter" of all or any portion of this Agreement.

17. Entire Agreement

This Agreement, the Continuing Obligations and the Equity Documents constitute the entire agreement between you and the Company and supersede any previous agreements or understandings between you and the Company (and any Company affiliate), including without limitation any offer letter or severance plan from or with the Company or any Company affiliate and the Executive Agreement. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, and your/their heirs, successors and assigns.

18. Time for Consideration; Revocation Period

By entering into this Agreement, you acknowledge that you have been given twenty-one (21) days from the date of this Agreement (the "Consideration Period") to consider this Agreement. The Company advises you to consult with an attorney before signing this Agreement. You acknowledge that this Agreement includes a release of, among other Claims, Claims under the Age Discrimination in Employment Act and the Older Workers' Benefits Protection Act. To accept this Agreement, you must return a signed original of the Agreement or execute the DocuSign version of this agreement so that it is received by the undersigned Company representative by the end of the Consideration Period. In the event that you execute and return this Agreement prior to the end of the Consideration Period, you acknowledge that such decision was entirely voluntary and that you understood that you had the opportunity to consider this Agreement for the entire Consideration Period. For a period of seven (7) business days from the date of your execution of this Agreement (the "Revocation Period"), you shall retain the right to revoke this Agreement by written notice that the undersigned Company representative receives before the end of such Revocation Period. This Agreement shall become effective on the day immediately following the expiration of the Revocation Period, provided that you do not revoke this Agreement during that Revocation Period.

19. Counterparts

This Agreement may be executed in any number of counterparts. Please indicate your agreement to the terms of this Agreement by signing or executing the DocuSign version of this agreement and returning to me the original of this letter within the time period set forth above.

Very truly yours,

By: /s/ Gary Cohen
Gary Cohen
Chief Executive Officer

11/4/2024
Date

I have read this Agreement and understand its terms. I understand that the Agreement is legally binding. I am knowingly and voluntarily entering into this Agreement.

The foregoing is agreed to and accepted by:

/s/ Russell J. Campanello

11/4/2024

Russell J. Campanello

Date

EX-99.1

Contacts:

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iRobot Reports Third-Quarter 2024 Financial Results

Continues to Make Progress on “iRobot Elevate” Strategy

Revises Full-year 2024 Outlook

BEDFORD, Mass., November 6, 2024 - iRobot Corp. (NASDAQ: IRBT), a leader in consumer robots, today announced its financial results for the third quarter ended September 28, 2024.

“We continue to make progress on our turnaround strategy,” said Gary Cohen, iRobot’s CEO. “In the third quarter, we expanded our non-GAAP gross margin by 590 basis points year over year and improved our use of operating cash. However, our overall results did not meet the expectations we set in August, as persistent market segment and competitive headwinds impacted our sell-through performance. Although we now expect it will take more time to stabilize our revenue trend, we are on track to exceed our operating expense targets for the year, while at the same time continuing to invest in areas that are expected to drive growth.

“Our ongoing restructuring has fundamentally changed the way we innovate, develop and build our robots, which is central to improving our performance and generating long-term shareholder value. With the benefit of lower operating costs, we expect to enhance margins and improve profitability in 2025.

“As we move forward in this new chapter in iRobot’s history, one thing is abundantly clear: we have a powerful brand that will serve as the foundation for the turnaround of this Company. That brand power is at the heart of our turnaround strategy, iRobot Elevate. In executing that strategy, we are focused on providing our iconic brand with an improved platform to drive long-term profitable growth.”

Third Quarter 2024 Financial Results (in millions, except per share amounts and percentages)

	Q3 2024	Q3 2023
Revenue	\$193.4	\$186.2
GAAP Gross Margin	32.2%	25.8%
Non-GAAP Gross Margin	32.4%	26.5%
GAAP Operating Expenses	\$55.1	\$107.5
Non-GAAP Operating Expenses	\$47.7	\$90.1
GAAP Operating Income (Loss)	\$7.3	(\$59.5)
Non-GAAP Operating Income (Loss)	\$15.1	(\$40.6)

GAAP Net Loss Per Share	(\$0.21)	(\$2.86)
Non-GAAP Net Income (Loss) Per Share*	\$0.03	(\$2.82)

*Beginning in the fourth quarter of fiscal 2023, the Company updated its calculation of non-GAAP financial measures to no longer exclude "IP litigation expense, net." The metrics are presented in accordance with this updated methodology. As a result, the third quarter ended September 30, 2023 differs from those previously presented by the amount of IP litigation expense, net recorded in such period.

Additional Financial Highlights

- The Company increased non-GAAP gross margin in the third quarter by 590 basis points year over year as a result of its restructuring and iRobot Elevate initiatives.
- As of September 28, 2024, the Company's cash and cash equivalents totaled \$99.4 million, compared with \$108.5 million as of the end of the second quarter of 2024. The Company also had an additional \$41.1 million restricted cash set aside for future repayment of its term loan, subject to limited rights for inventory purchases, of which \$40.0 million was drawn down at the close of the third quarter and received in the fourth quarter.
- As of September 28, 2024, the Company's inventory totaled \$149.2 million, compared with \$244.5 million as of the end of the third quarter of 2023.
- During the third quarter, the Company sold 0.2 million shares under its at-the-market (ATM) offering program for total net proceeds of \$1.4 million. At quarter end, the Company had \$79.6 million remaining under its \$100 million ATM offering program.
- As of September 28, 2024, iRobot had reduced its total headcount by 41% since year-end 2023.
- In the third quarter of 2024, revenue increased 23% in the U.S., declined 20% in Japan, and declined 11% in EMEA over the prior-year period. Excluding the unfavorable foreign currency impact, Japan revenue decreased 15% over the prior-year period.
- Revenue from mid-tier robots (with an MSRP between \$300 and \$499) and premium robots (with an MSRP of \$500 or more) represented 79% of total robot sales in the third quarter of 2024, compared with 80% in the same period last year.

Marketing Highlights

- iRobot [introduced](#) the 2-in-1 Roomba Combo 2 Essential robot globally and Roomba Vac 2 Essential robot in North America. These robots are the first in the Company's affordable Essential series that automatically empty their dustbins into the AutoEmpty dock after cleaning. The robots also provide twice the cleaning power of the original Essential series, include an enhanced bumper design to more seamlessly navigate floor space, and have the ability to recharge and resume during cleaning missions.
- In August, iRobot launched the Roomba Combo 10 Max in Japan, earning positive coverage in media outlets including [Nikkei](#), [NHK](#) and [Gizmodo](#).
- iRobot Roomba Combo Essential received the [PCMag](#) Editor's Choice designation.
- iRobot products received favorable media coverage across the globe, including from [CBS News](#), [Engadget](#), [The Verge](#), [Tom's Guide](#), [ZDNet](#), [The Ambient](#), and [Europa Press](#).
- Roomba was a featured product in Amazon's Prime Big Deal Days event in October. iRobot's products received Prime Big Deal Day related media coverage in outlets including [Good Morning America](#), [NBC Select](#), [The Sun](#), [Frandroid](#) and [El Confidential](#).

Fourth Quarter and Full Year 2024 Outlook

iRobot is providing GAAP and non-GAAP financial expectations for the fourth quarter ending December 28, 2024 and updating the full-year 2024 outlook it provided on August 7, 2024. A detailed reconciliation between the Company's GAAP and non-GAAP expectations is included in the financial tables that appear at the end of this press release.

Fourth Quarter 2024:

Metric	GAAP	Adjustments	Non-GAAP
Revenue	\$175 – \$200 million	—	\$175 – \$200 million
Gross Margin	24% – 27%	~0%	24% – 27%
Operating Loss	(\$43) – (\$34) million	~\$12 million	(\$31) – (\$22) million
Net Loss Per Share	(\$1.88) – (\$1.58)	~\$0.38	(\$1.50) – (\$1.20)

Fiscal Year 2024:

Metric	GAAP	Adjustments	Non-GAAP
Revenue	\$685 – \$710 million	—	\$685 – \$710 million
Gross Margin	25% – 26%	~0%	25% – 26%
Operating Loss	(\$84) – (\$75) million	~(\$20) million	(\$104) – (\$95) million
Net Loss Per Share	(\$4.27) – (\$3.96)	~(\$0.64)	(\$4.91) – (\$4.60)

Third-Quarter 2024 Results Conference Call

On November 6, the Company will host a live conference call and webcast to review its financial results and discuss its outlook. The conference call details are as follows:

Date:	Wednesday, November 6, 2024
Time:	8:30 a.m. ET
Call-In Number:	800-274-8461 (Alternate: 203-518-9814)
Conference ID:	IRBTQ324

A live webcast of the conference call will be accessible on the event section of the Company's website at <https://investor.irobot.com/financial-information/quarterly-results>. An archived version of the broadcast will be available on the same website shortly after the conclusion of the live event.

About iRobot Corp. iRobot is a global consumer robot company that designs and builds thoughtful robots and intelligent home innovations that make life better. iRobot introduced the first Roomba robot vacuum in 2002. Today, iRobot is a global enterprise that has sold more than 50 million robots worldwide. iRobot's product portfolio features technologies and advanced concepts in cleaning, mapping and navigation. Working from this portfolio, iRobot engineers are building robots and smart home devices to help consumers make

their homes easier to maintain and healthier places to live. For more information about iRobot, please visit www.irobot.com.

Cautionary Statement Regarding Forward-Looking Statements

This communication contains “forward-looking statements” within the meaning of the federal securities laws, including Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, which relate to, among other things: the Company’s expectations regarding future financial performance, including with respect to fourth quarter and fiscal year 2024 revenue, gross margin, operating (loss) income and net (loss) income per share, as well as fiscal year 2025 operating costs, margins and profitability; executing on the Company’s iRobot Elevate strategy; stabilization of revenue trends; and the Company’s business plans and strategies and the anticipated impact thereof. These forward-looking statements are based on the Company’s current expectations, estimates and projections about its business and industry, all of which are subject to change. In this context, forward-looking statements often address expected future business and financial performance and financial condition, and often contain words such as “expect,” “anticipate,” “intend,” “plan,” “believe,” “could,” “seek,” “see,” “will,” “may,” “would,” “might,” “potentially,” “estimate,” “continue,” “expect,” “target,” similar expressions or the negatives of these words or other comparable terminology that convey uncertainty of future events or outcomes. All forward-looking statements by their nature address matters that involve risks and uncertainties, many of which are beyond our control, and are not guarantees of future results, such as statements about the consummation of the proposed transaction and the anticipated benefits thereof. These and other forward-looking statements are not guarantees of future results and are subject to risks, uncertainties and assumptions that could cause actual results to differ materially from those expressed in any forward-looking statements. Accordingly, there are or will be important factors that could cause actual results to differ materially from those indicated in such statements and, therefore, you should not place undue reliance on any such statements and caution must be exercised in relying on forward-looking statements. Important risk factors that may cause such a difference include, but are not limited to: (i) the Company’s ability to obtain capital when desired on favorable terms, if at all; (ii) the Company’s ability to realize the benefits of its operational restructuring; (iii) the impact of the COVID-19 pandemic and various global conflicts on the Company’s business and general economic conditions; (iv) the Company’s ability to implement its business strategy; (v) the risk that disruptions from the operational restructuring will harm the Company’s business, including current plans and operations; (vi) the ability of the Company to retain and hire key personnel, including successfully navigating its leadership transition; (vii) legislative, regulatory and economic developments affecting the Company’s business; (viii) general economic and market developments and conditions; (ix) the evolving legal, regulatory and tax regimes under which the Company operates; (x) potential business uncertainty, including changes to existing business relationships that could affect the Company’s financial performance; (xi) unpredictability and severity of catastrophic events, including, but not limited to, acts of terrorism or outbreak of war or hostilities; (xii) current supply chain challenges including the Red Sea conflict; (xiii) the financial strength of our customers and retailers; (xiv) the impact of tariffs on goods imported into the United States; and (xv) competition, as well as the Company’s response to any of the aforementioned factors. Additional risks and uncertainties that could cause actual outcomes and results to differ materially from those contemplated by the forward-looking statements are included under the caption “Risk Factors” in the Company’s most recent annual and quarterly reports filed with the SEC and any subsequent reports on Form 10-K, Form 10-Q or Form 8-K filed from time to time and available at www.sec.gov. While the list of factors presented here is considered representative, no such list should be considered to be a complete statement of all potential risks and uncertainties. Unlisted factors may present significant additional obstacles to the realization of forward-looking statements. Consequences of material differences in results as compared with those anticipated in the forward-looking statements could include, among other things, business disruption, operational problems, financial loss, legal liability and similar risks, any of which could have a material adverse effect on the Company’s financial condition, results of operations, or liquidity. The forward-looking statements included herein are made only as of the date hereof. The Company does not assume any obligation to publicly provide revisions or updates to any forward-

looking statements, whether as a result of new information, future developments or otherwise, should circumstances change, except as otherwise required by securities and other applicable laws.

iRobot Corporation
Consolidated Statements of Operations
(in thousands, except per share amounts)
(unaudited)

	For the three months ended		For the nine months ended	
	September 28, 2024	September 30, 2023	September 28, 2024	September 30, 2023
Revenue	\$ 193,435	\$ 186,176	\$ 509,811	\$ 583,036
Cost of revenue:				
Cost of product revenue	131,058	137,888	383,865	443,932
Amortization of acquired intangible assets	—	292	—	864
Total cost of revenue	<u>131,058</u>	<u>138,180</u>	<u>383,865</u>	<u>444,796</u>
Gross profit	62,377	47,996	125,946	138,240
Operating expenses:				
Research and development	19,630	37,336	76,739	116,576
Selling and marketing	29,270	41,558	98,966	139,630
General and administrative	3,232	28,270	(33,552)	85,116
Restructuring and other	1,922	152	24,298	8,236
Amortization of acquired intangible assets	1,066	174	1,405	529
Total operating expenses	<u>55,120</u>	<u>107,490</u>	<u>167,856</u>	<u>350,087</u>
Operating income (loss)	7,257	(59,494)	(41,910)	(211,847)
Other expense, net	<u>(12,548)</u>	<u>(19,113)</u>	<u>(24,583)</u>	<u>(24,217)</u>
Loss before income taxes	(5,291)	(78,607)	(66,493)	(236,064)
Income tax expense	1,080	598	1,917	5,053
Net loss	<u>\$ (6,371)</u>	<u>\$ (79,205)</u>	<u>\$ (68,410)</u>	<u>\$ (241,117)</u>
Net loss per share:				
Basic	\$ (0.21)	\$ (2.86)	\$ (2.34)	\$ (8.73)
Diluted	\$ (0.21)	\$ (2.86)	\$ (2.34)	\$ (8.73)
Number of shares used in per share calculations:				
Basic	30,348	27,738	29,276	27,608
Diluted	30,348	27,738	29,276	27,608
Stock-based compensation included in above figures:				
Cost of revenue	\$ 387	\$ 838	\$ 1,486	\$ 2,226
Research and development	1,296	3,355	4,994	8,737
Selling and marketing	903	1,384	3,403	4,221
General and administrative	2,894	3,798	8,054	10,696
Total	<u>\$ 5,480</u>	<u>\$ 9,375</u>	<u>\$ 17,937</u>	<u>\$ 25,880</u>

iRobot Corporation
Condensed Consolidated Balance Sheets
(unaudited, in thousands)

	September 28, 2024	December 30, 2023
Assets		
Cash and cash equivalents	\$ 99,447	\$ 185,121
Restricted cash	41,082	—
Accounts receivable, net	101,326	79,387
Inventory	149,156	152,469
Other current assets	32,774	48,513
Total current assets	423,785	465,490
Property and equipment, net	25,405	40,395
Operating lease right-of-use assets	15,137	19,642
Deferred tax assets	9,093	8,512
Goodwill	175,928	175,105
Intangible assets, net	3,635	5,044
Other assets	16,932	19,510
Total assets	\$ 669,915	\$ 733,698
Liabilities and stockholders' equity		
Accounts payable	\$ 195,133	\$ 178,318
Accrued expenses	88,384	97,999
Deferred revenue and customer advances	9,121	10,830
Total current liabilities	292,638	287,147
Term loan	186,713	201,501
Operating lease liabilities	22,892	27,609
Other long-term liabilities	17,510	20,954
Total long-term liabilities	227,115	250,064
Total liabilities	519,753	537,211
Stockholders' equity	150,162	196,487
Total liabilities and stockholders' equity	\$ 669,915	\$ 733,698

iRobot Corporation
Consolidated Statements of Cash Flows
(unaudited, in thousands)

	For the nine months ended	
	September 28, 2024	September 30, 2023
Cash flows from operating activities:		
Net loss	\$ (68,410)	\$ (241,117)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	16,912	21,367
Loss on equity investment	375	3,910
Stock-based compensation	17,937	25,880
Provision for inventory excess and obsolescence	11,800	1,740
Change in fair value of term loan	13,515	5,292
Debt issuance costs expensed under fair value option	529	11,837
Deferred income taxes, net	(651)	4,115
Other	(6,318)	(8,618)
Changes in operating assets and liabilities — (use) source		
Accounts receivable	(22,073)	(7,943)
Inventory	(10,539)	32,935
Other assets	15,598	12,544
Accounts payable	16,674	28,904
Accrued expenses and other liabilities	(15,825)	(4,483)
Net cash used in operating activities	(30,476)	(113,637)
Cash flows from investing activities:		
Additions of property and equipment	(118)	(3,132)
Purchase of investments	(56)	(213)
Net cash used in investing activities	(174)	(3,345)
Cash flows from financing activities:		
Proceeds from employee stock plans	—	9
Income tax withholding payment associated with restricted stock vesting	(491)	(1,924)
Proceeds from issuance of common stock, net of issuance costs	19,359	—
Repayment of term loan	(34,947)	—
Proceeds from term loan	—	200,000
Payment of debt issuance costs	(529)	(11,837)
Net cash (used in) provided by financing activities	(16,608)	186,248
Effect of exchange rate changes on cash, cash equivalents and restricted cash	1,251	4,193
Net (decrease) increase in cash, cash equivalents and restricted cash	(46,007)	73,459
Cash, cash equivalents and restricted cash, at beginning of period	187,887	117,949
Cash, cash equivalents and restricted cash, at end of period	<u>\$ 141,880</u>	<u>\$ 191,408</u>
Cash, cash equivalents and restricted cash, at end of period:		
Cash and cash equivalents	\$ 99,447	\$ 189,649
Restricted cash	41,082	—
Restricted cash, non-current (included in other assets)	1,351	1,759
Cash, cash equivalents and restricted cash, at end of period	<u>\$ 141,880</u>	<u>\$ 191,408</u>

iRobot Corporation
Supplemental Information
(unaudited)

	For the three months ended		For the nine months ended	
	September 28, 2024	September 30, 2023	September 28, 2024	September 30, 2023
Revenue by Geography: *				
Domestic	\$ 105,137	\$ 85,781	\$ 258,398	\$ 288,725
International	88,298	100,395	251,413	294,311
Total	\$ 193,435	\$ 186,176	\$ 509,811	\$ 583,036
Robot Units Shipped *				
Solo and other	287	446	854	1,492
2-in-1	445	181	908	403
Total	732	627	1,762	1,895
Revenue by Product Category **				
Solo and other	\$ 83	\$ 126	\$ 268	\$ 449
2-in-1	110	60	242	134
Total	\$ 193	\$ 186	\$ 510	\$ 583
Average gross selling prices for robot units	\$ 313	\$ 331	\$ 329	\$ 354
Headcount	661	1,126		

* in thousands

** in millions

Certain numbers may not total due to rounding

iRobot Corporation

Explanation of Non-GAAP Measures

In addition to disclosing financial results in accordance with U.S. GAAP, this earnings release contains references to the non-GAAP financial measures described below. We use non-GAAP measures to internally evaluate and analyze financial results. We believe these non-GAAP financial measures provide investors with useful supplemental information about the financial performance of our business, enable comparison of financial results between periods where certain items may vary independent of business performance, and enable comparison of our financial results with other public companies, many of which present similar non-GAAP financial measures.

Our non-GAAP financial measures reflect adjustments based on the following items. These non-GAAP financial measures should not be considered a substitute for, or superior to, financial measures calculated in accordance with GAAP, and the financial results calculated in accordance with GAAP and reconciliations from these results should be carefully evaluated.

Amortization of acquired intangible assets: Amortization of acquired intangible assets consists of amortization of intangible assets including completed technology, customer relationships, and reacquired distribution rights acquired in connection with business combinations as well as any non-cash impairment charges associated with intangible assets in connection with our past acquisitions. Amortization charges for our acquisition-related intangible assets are inconsistent in size and are significantly impacted by the timing and valuation of our acquisitions. We exclude these charges from our non-GAAP measures to facilitate an evaluation of our current operating performance and comparisons to our past operating performance.

Net Merger, Acquisition and Divestiture (Income) Expense: Net merger, acquisition and divestiture (income) expense primarily consists of transaction fees, professional fees, and transition and integration costs directly associated with mergers, acquisitions and divestitures, including with respect to the iRobot-Amazon Merger. It also includes business combination adjustments including adjustments after the measurement period has ended. During the first quarter of fiscal 2024, the adjustment included the one-time net termination fee received as a result of the termination of the iRobot-Amazon Merger. The occurrence and amount of these costs will vary depending on the timing and size of these transactions. We exclude these charges from our non-GAAP measures to facilitate an evaluation of our current operating performance and comparisons to our past operating performance.

Stock-Based Compensation: Stock-based compensation is a non-cash charge relating to stock-based awards. We exclude this expense as it is a non-cash expense, and we assess our internal operations excluding this expense and believe it facilitates comparisons to the performance of other companies.

Restructuring and Other: Restructuring charges are related to one-time actions associated with realigning resources, enhancing operational productivity and efficiency, or improving our cost structure in support of our strategy. Such actions are not reflective of ongoing operations and include costs primarily associated with severance and related costs, charges related to paused work unrelated to our core business, costs associated with the Chief Executive Officer transition and other non-recurring costs directly associated with resource realignments tied to strategic initiatives or changes in business conditions. We exclude these items from our non-GAAP measures when evaluating our recent and prospective business performance as such items vary significantly based on the magnitude of the action and do not reflect anticipated future operating costs. In addition, these charges do not necessarily provide meaningful insight into the fundamentals of current or past operations of our business.

Gain/Loss on Strategic Investments: Gain/loss on strategic investments includes fair value adjustments, realized gains and losses on the sales of these investments and losses on the impairment of these investments. We exclude these items from our non-GAAP measures because we do not believe they correlate to the performance of our core business and may vary in size based on market conditions and events. We believe

that the exclusion of these gains or losses provides investors with a supplemental view of our operational performance.

Debt issuance costs: Debt issuance costs include various incremental fees and commissions paid to third parties in connection with the issuance of debt. We exclude these charges from our non-GAAP measures to facilitate an evaluation of our current operating performance and comparisons to our past operating performance.

Income tax adjustments: Income tax adjustments include the tax effect of the non-GAAP adjustments, calculated using the appropriate statutory tax rate for each adjustment. We regularly assess the need to record valuation allowances based on the non-GAAP profitability and other factors. We also exclude certain tax items, including the impact from stock-based compensation windfalls/shortfalls, which are not reflective of income tax expense incurred as a result of current period earnings. We believe disclosure of the income tax provision before the effect of such tax items is important to permit investors' consistent earnings comparison between periods.

iRobot Corporation
Supplemental Reconciliation of GAAP Actuals to Non-GAAP Actuals
(in thousands, except per share amounts)
(unaudited)

	For the three months ended		For the nine months ended	
	September 28, 2024	September 30, 2023	September 28, 2024	September 30, 2023
GAAP Revenue	\$ 193,435	\$ 186,176	\$ 509,811	\$ 583,036
GAAP Gross Profit	\$ 62,377	\$ 47,996	\$ 125,946	\$ 138,240
Amortization of acquired intangible assets	—	292	—	864
Stock-based compensation	387	838	1,486	2,226
Net merger, acquisition and divestiture expense	—	288	—	898
Non-GAAP Gross Profit	<u>\$ 62,764</u>	<u>\$ 49,414</u>	<u>\$ 127,432</u>	<u>\$ 142,228</u>
GAAP Gross Margin	32.2 %	25.8 %	24.7 %	23.7 %
Non-GAAP Gross Margin	32.4 %	26.5 %	25.0 %	24.4 %
GAAP Operating Expenses	\$ 55,120	\$ 107,490	\$ 167,856	\$ 350,087
Amortization of acquired intangible assets	(1,066)	(174)	(1,405)	(529)
Stock-based compensation	(5,093)	(8,537)	(16,451)	(23,654)
Net merger, acquisition and divestiture income (expense)	656	(8,564)	74,813	(21,991)
Restructuring and other	(1,922)	(152)	(24,298)	(8,236)
Non-GAAP Operating Expenses*	<u>\$ 47,695</u>	<u>\$ 90,063</u>	<u>\$ 200,515</u>	<u>\$ 295,677</u>
GAAP Operating Expenses as a % of GAAP Revenue	28.5 %	57.7 %	32.9 %	60.0 %
Non-GAAP Operating Expenses as a % of Non-GAAP Revenue*	24.7 %	48.4 %	39.3 %	50.7 %
GAAP Operating Income (Loss)	\$ 7,257	\$ (59,494)	\$ (41,910)	\$ (211,847)
Amortization of acquired intangible assets	1,066	466	1,405	1,393
Stock-based compensation	5,480	9,375	17,937	25,880
Net merger, acquisition and divestiture (income) expense	(656)	8,852	(74,813)	22,889
Restructuring and other	1,922	152	24,298	8,236
Non-GAAP Operating Income (Loss)*	<u>\$ 15,069</u>	<u>\$ (40,649)</u>	<u>\$ (73,083)</u>	<u>\$ (153,449)</u>
GAAP Operating Margin	3.8 %	(32.0)%	(8.2)%	(36.3)%
Non-GAAP Operating Margin*	7.8 %	(21.8)%	(14.3)%	(26.3)%

iRobot Corporation
Supplemental Reconciliation of GAAP Actuals to Non-GAAP Actuals continued
(in thousands, except per share amounts)
(unaudited)

	For the three months ended		For the nine months ended	
	September 28, 2024	September 30, 2023	September 28, 2024	September 30, 2023
GAAP Income Tax Expense	\$ 1,080	\$ 598	\$ 1,917	\$ 5,053
Tax effect of non-GAAP adjustments	650	32,045	1,667	565
Other tax adjustments	(203)	(1,638)	(811)	(4,150)
Non-GAAP Income Tax Expense	\$ 1,527	\$ 31,005	\$ 2,773	\$ 1,468
GAAP Net Loss	\$ (6,371)	\$ (79,205)	\$ (68,410)	\$ (241,117)
Amortization of acquired intangible assets	1,066	466	1,405	1,393
Stock-based compensation	5,480	9,375	17,937	25,880
Net merger, acquisition and divestiture (income) expense	(656)	8,852	(74,813)	22,889
Restructuring and other	1,922	152	24,298	8,236
Loss on strategic investments	—	758	375	3,910
Debt issuance costs	52	11,837	529	11,837
Income tax effect	(447)	(30,407)	(856)	3,585
Non-GAAP Net Income (Loss)*	\$ 1,046	\$ (78,172)	\$ (99,535)	\$ (163,387)
GAAP Net Loss Per Diluted Share	\$ (0.21)	\$ (2.86)	\$ (2.34)	\$ (8.73)
Amortization of acquired intangible assets	0.03	0.02	0.05	0.05
Stock-based compensation	0.18	0.34	0.61	0.93
Net merger, acquisition and divestiture (income) expense	(0.02)	0.32	(2.55)	0.83
Restructuring and other	0.06	—	0.83	0.30
Loss on strategic investments	—	0.03	0.01	0.14
Debt issuance costs	—	0.43	0.02	0.43
Income tax effect	(0.01)	(1.10)	(0.03)	0.13
Non-GAAP Net Income (Loss) Per Diluted Share*	\$ 0.03	\$ (2.82)	\$ (3.40)	\$ (5.92)
Number of shares used in diluted per share calculation	30,551	27,738	29,276	27,608
Supplemental Information				
Days sales outstanding	48	36		
GAAP Days in inventory	104	161		
Non-GAAP Days in inventory ⁽¹⁾	104	163		

* Beginning in the fourth quarter of fiscal 2023, we updated our calculation of non-GAAP financial measures to no longer exclude "IP litigation expense, net." The metrics for each period are presented in accordance with this updated methodology; as a result, the third quarter and the nine months ended September 30, 2023 differ from those previously presented by the amount of IP litigation expense, net recorded in such period.

⁽¹⁾ Non-GAAP Days in inventory is calculated as inventory divided by (Revenue minus Non-GAAP Gross Profit), multiplied by 91 days.

iRobot Corporation
Supplemental Reconciliation of Fourth Quarter and Full Year 2024 GAAP to Non-GAAP Guidance
(unaudited)

	Q4-24	FY-24
GAAP Gross Profit	\$42 - \$54 million	\$168 - \$179 million
Stock-based compensation	~\$0 million	~\$2 million
Total adjustments	~\$0 million	~\$2 million
Non-GAAP Gross Profit	\$42 - \$54 million	\$170 - \$181 million
	Q4-24	FY-24
GAAP Gross Margin	24% - 27%	25% - 26%
Stock-based compensation	~0%	~0%
Total adjustments	~0%	~0%
Non-GAAP Gross Margin	24% - 27%	25% - 26%
	Q4-24	FY-24
GAAP Operating Expenses	\$85 - \$86 million	\$252 - \$254 million
Amortization of acquired intangible assets	~(\$0) million	~(\$2) million
Stock-based compensation	~(\$6) million	~(\$23) million
Net merger, acquisition and divestiture income (expense)	-	~\$75 million
Restructuring and other	~(\$5) million	~(\$29) million
Total adjustments	~(\$11) million	~\$22 million
Non-GAAP Operating Expenses	\$74 - \$75 million	\$274 - \$276 million
	Q4-24	FY-24
GAAP Operating Loss	(\$43) - (\$34) million	(\$84) - (\$75) million
Amortization of acquired intangible assets	~\$0 million	~\$2 million
Stock-based compensation	~\$7 million	~\$25 million
Net merger, acquisition and divestiture expense (income)	-	~(\$75) million
Restructuring and other	~\$5 million	~\$29 million
Total adjustments	~\$12 million	~(\$20) million
Non-GAAP Operating Loss	(\$31) - (\$22) million	(\$104) - (\$95) million
	Q4-24	FY-24
GAAP Net Loss Per Share	(\$1.88) - (\$1.58)	(\$4.27) - (\$3.96)
Amortization of acquired intangible assets	~\$0.01	~\$0.05
Stock-based compensation	~\$0.22	~\$0.83
Net merger, acquisition and divestiture expense (income)	-	~(\$2.53)
Restructuring and other	~\$0.15	~\$0.98
Loss on strategic investments	-	~\$0.01
Debt issuance costs	-	~\$0.02
Income tax effect	~\$0	~\$0
Total adjustments	~\$0.38	~(\$0.64)
Non-GAAP Net Loss Per Share	(\$1.50) - (\$1.20)	(\$4.91) - (\$4.60)
Number of shares used in per share calculations*	~30.6 million	~29.6 million

* Number of shares does not include any additional issuances under our ATM

Certain numbers may not total due to rounding

EX-99.2

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iRobot Announces Executive Transitions

BEDFORD, Mass., November 6, 2024 – iRobot Corp. (NASDAQ: IRBT), a leader in consumer robots, today announced that Julie Zeiler, the company’s chief financial officer, and Russ Campanello, the company’s chief human resources officer, will retire, effective December 2, 2024. Karian Wong, iRobot’s senior vice president and principal accounting officer, will succeed Ms. Zeiler as chief financial officer, and Jules Connelly, the company’s former senior director of human resources, will succeed Mr. Campanello as chief human resources officer. As part of a planned succession, Ms. Zeiler and Mr. Campanello are expected to stay on in advisory roles through March 28, 2025.

“Karian and Jules each have an in-depth understanding and a unique historical perspective of iRobot, and represent our new generation of leaders,” said Gary Cohen, iRobot’s chief executive officer. “I look forward to working with them as we execute our Elevate turnaround strategy to reclaim iRobot’s position as the global innovation leader in consumer robots for the home and beyond.”

“Both Julie and Russ have contributed a tremendous amount in their time with iRobot. They have been instrumental in our aggressive efforts to position the company for profitability in what is a dynamic environment. On behalf of our board of directors, along with our entire leadership team, I want to thank them for their hard work and wish them nothing but the best.”

Ms. Wong has more than 25 years of auditing and accounting experience and has been with iRobot for over seven years. She joined iRobot in 2017 as VP of finance and chief accounting officer. She has served as SVP and principal accounting officer since 2021 and has led the company’s investor relations efforts for the past two years. Prior to joining iRobot, Ms. Wong was VP and controller at Nuance Communications, a publicly held computer software technology corporation, where she worked for 11 years. She was previously a senior audit manager at Ernst & Young. Ms. Wong is a graduate of the University of Arizona.

Ms. Connelly joined iRobot in 2017, rising to senior director of human resources in 2023. Throughout her career, Ms. Connelly has distinguished herself as an effective change agent with deep experience in designing and implementing effective HR processes and practices, particularly with respect to company culture and employee engagement. Prior to joining iRobot, she was the vice president of people operations at NutraClick, a technology-driven health and

wellness products company. Ms. Connelly has a B.A. in psychology from the University of Connecticut.

About iRobot Corp.

iRobot is a global consumer robot company that designs and builds thoughtful robots and intelligent home innovations that make life better. iRobot introduced the first Roomba robot vacuum in 2002. Today, iRobot is a global enterprise that has sold more than 50 million robots worldwide. iRobot's product portfolio features technologies and advanced concepts in cleaning, mapping and navigation. Working from this portfolio, iRobot engineers are building robots and smart home devices to help consumers make their homes easier to maintain and healthier places to live. For more information about iRobot, please visit www.irobot.com.

For iRobot Investors

Certain statements made in this press release that are not based on historical information are forward-looking statements which are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. This press release contains express or implied forward-looking statements relating to iRobot Corporation's expectations concerning executive transitions and execution of the company's strategy. These statements are neither promises nor guarantees, but are subject to a variety of risks and uncertainties, many of which are beyond our control, which could cause actual results to differ materially from those contemplated in these forward-looking statements. Existing and prospective investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. iRobot undertakes no obligation to update or revise the information contained in this press release, whether as a result of new information, future events or circumstances or otherwise. For additional disclosure regarding these and other risks faced by iRobot, see the disclosure contained in our public filings with the Securities and Exchange Commission including, without limitation, our most recent Annual Report on Form 10-K and Quarterly Reports on Form 10-Q.