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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): March 18, 2025

SPIRE GLOBAL, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39493
(Commission File Number)

85-1276957
(IRS Employer
Identification No.)

**8000 Towers Crescent Drive
Suite 1100
Vienna, Virginia**
(Address of principal executive offices)

22182
(Zip code)

Registrant's telephone number, including area code: (202) 301-5127

Not Applicable
(Former name or former address, if changed since last report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value of \$0.0001 per share	SPIR	The New York Stock Exchange

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

On March 18, 2025, the Board of Directors (the “Board”) of Spire Global, Inc. (the “Company”) approved, effective on April 1, 2025, (i) the removal of Mr. Krywe as interim Chief Financial Officer, principal financial officer and principal accounting officer of the Company and (ii) the appointment of Alison Engel as Chief Financial Officer, principal financial officer and principal accounting officer of the Company. The removal of Mr. Krywe as interim Chief Financial Officer of the Company is not because of any disagreement relating to the Company’s operations, policies, practices, financial reporting or controls. Mr. Krywe will remain an executive advisor to the Company through April 2025 in accordance with the terms of the consulting agreement he entered into with the Company, effective on August 12, 2024.

Ms. Engel, age 54, most recently served as the Chief Financial Officer of LeaseAccelerator, Inc., a software-as-a-service company, from January 2023 to August 2024. She also was the Chief Financial Officer and Treasurer of Gannet Co., Inc., a diversified media company, from January 2015 to April 2020, and of DallasNews Corporation (formerly A.H. Belo Corporation), a media holding company, from February 2008 to December 2014. Ms. Engel holds an M.P.A. and B.B.A. in accounting and business from the University of Texas at Austin.

There are no arrangements or understandings between Ms. Engel and any other persons pursuant to which she was appointed as Chief Financial Officer. There are no family relationships between Ms. Engel and any of the Company’s directors or executive officers. Ms. Engel does not have any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

On March 20, 2025, Ms. Engel entered into an executive employment agreement and accompanying offer letter with the Company establishing her compensation as Chief Financial Officer (collectively, the “Employment Agreement”). Pursuant to the Employment Agreement, Ms. Engel’s initial compensation will consist of the following:

- an annual base salary of \$390,000;
- she will be eligible to receive an annual cash bonus under the Company’s annual performance bonus plan in a target amount equal to 80% of her annual base salary; and
- she will receive a grant of 150,000 restricted stock units under the Company’s 2021 Equity Incentive Plan, as amended (the “2021 Plan”), to be granted on April 1, 2025, 25% of which will vest on the first Quarterly Vesting Date (as defined below) that is in the same calendar quarter as the one year anniversary of the grant date, and thereafter the award shall vest as to 1/16th of the total number of shares subject to the award on each Quarterly Vesting Date thereafter over the next three years, in each case subject to Ms. Engel’s continued service with the Company.

“Quarterly Vesting Date” means, with respect to any calendar year, the 20th day of February, May, August, and November.

The Employment Agreement provides for severance pay and benefits in the event Ms. Engel’s employment is terminated by the Company without Cause (as defined in the Employment Agreement) or due to her resignation for Good Reason (as defined in the Employment Agreement), with such terminations referred to as a “Qualifying Termination.”

The Employment Agreement provides that if Ms. Engel’s employment is terminated as the result of a Qualifying Termination, and the termination date occurs before a Change in Control (as defined in the Company’s 2021 Equity Incentive Plan) or after the period that begins on the date of a Change in Control during the term and ends on the eighteen (18) month anniversary of such Change in Control (the “Change in Control Period”), then the Company shall, in addition to paying Ms. Engel’s base salary and other compensation earned through the termination date:

- pay to Ms. Engel as severance pay an amount equal to one hundred percent (100%) of her annualized base salary as of the termination date (or annualized base salary as of immediately prior to a material reduction of such base salary), less all legally required and authorized deductions and withholdings, payable in a lump sum on the Company’s first regular payroll date immediately following the termination date (the “Non-CIC Severance Payment”);

- pay to Ms. Engel as additional severance pay an amount equal to one hundred percent (100%) of her target annual cash bonus for the fiscal year in which the termination date occurs, less all legally required and authorized deductions and withholdings, payable in a lump sum on the Company's first regular payroll date immediately following the termination date (the "Non-CIC Bonus Payment");
- pay to Ms. Engel as additional severance a lump sum cash payment equal to one hundred percent (100%) of her group health insurance coverage with the Company, at the same level of coverage that was in effect as of the termination date, for a period of twelve (12) months, less all legally required and authorized deductions and withholdings, payable in a lump sum on the Company's first regular payroll date immediately following the termination date (the "Non-CIC Benefits Continuation Payment"); and
- pay up to \$15,000.00 for outplacement services by an outplacement services provider selected by Ms. Engel, with any such amount payable by the Company directly to the outplacement services provider or reimbursed to the executive, in either case subject to submission of appropriate receipts before the twelve (12) month anniversary of the termination date (the "Outplacement Payments").

The Employment Agreement also provides that if Ms. Engel's employment is terminated as the result of a Qualifying Termination, and the termination date occurs during the Change in Control Period, then the Company shall, in addition to paying her base salary and other compensation earned through the termination date:

- pay to Ms. Engel as severance pay an amount equal to the sum of (i) one hundred fifty percent (150%) of her annualized base salary as of the termination date (or annualized base salary as of immediately prior to a material reduction of such base salary) (the "CIC Severance Payment"), (ii) one hundred fifty percent (150%) of her target annual cash bonus for the fiscal year in which the termination date occurs (the "CIC Bonus Payment"), and (iii) one hundred fifty percent (150%) of her group health insurance coverage with the Company, at the same level of coverage that was in effect as of the termination date, for a period of eighteen (18) months (the "CIC Benefits Continuation Payment"), in each case less all legally required and authorized deductions and withholdings, payable in a lump sum on the Company's first regular payroll date immediately following the termination date; and
- pay the Outplacement Payments.

The Employment Agreement also provides that in the case of such a termination, Ms. Engel's then-outstanding equity awards will accelerate and immediately become fully vested, and the period to exercise any award will become the expiration date of such award, as applicable.

In addition, the Employment Agreement provides that if Ms. Engel's employment is terminated as the result of a Qualifying Termination, and a Change in Control occurs within ninety (90) calendar days after the termination date, then she shall receive an additional cash payment equal to the sum of: (i) fifty percent (50%) of her annualized base salary as of the termination date (or annualized base salary as of immediately prior to a material reduction of such base salary), (ii) the difference between the CIC Bonus Payment amount and the Non-CIC Bonus Payment amount, and (iii) the difference between the CIC Benefits Continuation Payment and the Non-CIC Benefits Continuation Payment, less all legally required and authorized deductions and withholdings, payable in a single lump sum no later than ten (10) calendar days after the date of such Change in Control.

The foregoing description of the Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Employment Agreement, a copy of which is filed as Exhibit 10.1 to this report and is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

Press Release

On March 24, 2025, the Company issued a press release announcing the executive transition disclosed above. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Master Securities Lawsuit

As previously disclosed, in the case captioned “In re Spire Global, Inc. Securities Litigation,” Master File No. 1:24-cv-1458-MSN-WEF (the “Master Securities Lawsuit”), the court held argument on the Company’s motion to dismiss on March 14, 2025. After hearing argument from both sides, the court issued its order on the record dismissing the Master Securities Lawsuit without prejudice. The court granted the plaintiff 30 days to consider whether to amend its complaint.

The information furnished pursuant to Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1 hereto, shall not be deemed to be “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, and shall not be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as may be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibits	Description
10.1	Offer Letter and Executive Employment Agreement, dated March 20, 2025, between Alison Engel and Spire Global, Inc.
99.1	News release of Spire Global, Inc., dated March 24, 2025
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 thereunto duly authorized.

SPIRE GLOBAL, INC.

Date: March 24, 2025

By: /s/ Theresa Condor
Name: Theresa Condor
Title: President and Chief Executive Officer

March 18, 2025
Alison Engel
[***]
[***]
[***]

Dear Alison,

Spire Global Subsidiary, Inc. (the “Company”) is pleased to offer you employment on the following terms:

1. Position. You will be working in our Tyson’s Corner, VA office and you will initially report to Theresa Condor, Chief Executive Officer. This is a full-time position. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

2. Cash Compensation.

(a) The Company will pay you a starting salary at the rate of \$390,000 per year, payable in accordance with the Company’s standard payroll schedule and subject to applicable deductions and withholdings. This salary will be subject to periodic review and adjustments at the Company’s discretion.

(b) Performance Bonus Structure. You will be eligible for an annual performance bonus plan based 100% on company performance. The annual on-target bonus will be 80% of your base salary and prorated for year one based on your start date. The annual company performance targets will be set and subject to change on an annual basis.

3. Employee Benefits. As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits.

4. Restricted Stock Units. It will be recommended that, subject to the approval of the Company’s Board of Directors or its Compensation Committee, as applicable, in its sole discretion, the Company grant you an award of restricted stock units (the “Award”) covering 150,000 shares of Company Common Stock (the “Shares”). The Award will be subject to the terms and conditions of the Spire Global, Inc. 2021 Equity Incentive Plan (as amended, the “Plan”) and restricted stock unit award agreement thereunder. We will recommend that the Award be scheduled to vest as to twenty- five percent (25%) of the total number of Shares subject to the Award on the first Quarterly Vesting Date (as defined below) that is in the same calendar quarter as the one (1) year anniversary of your vesting start date and thereafter as to 1/16th of the total number of Shares subject to the Award on each Quarterly Vesting Date thereafter over the next three (3) years, in each case subject to your continued service with the Company (or any parent or subsidiary of the Company, as applicable)

through the applicable vesting date.. For purposes of the Award, “Quarterly Vesting Date” means, with respect to any calendar year, the 20th day of February, May, August, and November.

5. Proprietary Information and Inventions Agreement. The Proprietary Information and Inventions Agreement that you have signed is incorporated herein by this reference.

6. Employment Relationship. Employment with the Company is for no specific period of time. Your employment with the Company will be “at will,” meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement and your Executive Employment Contract. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company’s personnel policies and procedures, may change from time to time, the “at will” nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).

7. Tax Matters.

(a) **Withholding.** All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

(b) **Tax Advice.** You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.

8. Interpretation, Amendment and Enforcement. Except for any arbitration agreement that you may enter into or may have entered into in connection with your employment, this letter agreement, the Executive Employment Agreement, and the Proprietary Information and Inventions Agreement constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company (the “Disputes”) will be governed by Virginia law, excluding laws relating to conflicts or choice of law. Unless you have entered into or subsequently enter into any arbitration agreement in connection with your employment, you and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in Fairfax County, Virginia, in connection with any Dispute or any claim related to any Dispute.

9. Execution. This letter agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one agreement. If a party

signs the signature page and faxes (or scans and emails) the signature page to the other party or signs this letter agreement by electronic signature, then such signature page shall be deemed an original signature page to this letter agreement and shall constitute the execution and delivery of this letter agreement by the sending party.

* * * * *

We hope that you will accept our offer to join the Company. You may indicate your agreement with these terms and accept this offer by signing and dating this letter agreement and the Executive Employment Agreement and returning them to me. This offer, if not accepted, will expire at the close of business in 7 days. Your employment as CFO is contingent upon your continued employment with the Company and starting the CFO role on April 1, 2025.

Very truly yours,

SPIRE GLOBAL SUBSIDIARY, INC.

By: /s/ Theresa Condor

Name: Theresa Condor

Title: Chief Executive Officer

I have read and accept this employment offer:

By: /s/ Alison Engle

Name: Alison Engle

Date: March 20, 2025

Attachments

Proprietary Information and Inventions Agreement

Executive Employment Agreement

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (“Agreement”) is entered into by and between Spire Global, Inc., a Delaware corporation (the “Company”) and Alison Engel (“Employee”) (collectively “Parties” or individually “Party”). This Agreement shall become effective, as of its stated date of execution, when both the Employee and the Company sign it.

RECITALS

A. The Company has offered Employee employment with the Company pursuant to an offer letter agreement dated March 18, 2025 (the “Letter Agreement”).

B. In connection with the Letter Agreement, and as a condition of employment with the Company, the Company and Employee are entering into a Proprietary Information and Inventions Agreement (the “Confidentiality Agreement”).

C. The Company desires to employ Employee pursuant to the terms of the Letter Agreement and this Agreement and Employee desires to accept such employment pursuant to the terms of this Agreement.

AGREEMENT

In consideration of the above recitals and the mutual promises set forth in this Agreement, the Parties agree as follows:

1. Capitalized Terms. Each capitalized term in this Agreement has the meaning given to such term in this Agreement.

2. Term. The term of this Agreement (the “Term”) is the period from the Effective Date until Employee’s employment is terminated in accordance with Section 5.

3. Vesting of Equity Awards Upon a Change in Control. If the Company terminates Employee’s employment without Cause or if Employee resigns with Good Reason (either such event, a “Qualifying Termination”), in either case with the Termination Date occurring during the Change in Control Period, then, with respect to any equity-based award that has been granted to Employee under the Equity Incentive Plan or otherwise and is outstanding and not fully vested on the Termination Date (an “Equity Award”), and notwithstanding any language in the Company’s equity plan to the contrary, the unvested portion of any Equity Award, including performance based Equity Awards, that are outstanding on the Termination Date will immediately fully vest. Notwithstanding any provision to the contrary in the terms of any Equity Award agreement regarding the expiration date of the Equity Award, if such Equity Award is a stock option, it will remain exercisable until the expiration date of such award and the exercisable period identified in the Equity Award shall not apply.

4. Termination of Employment.

4.1 Termination of Employment Events. Employee’s employment with the Company will terminate upon:

(a) The date of Employee's receipt of written notice from the Company of the termination of Employee's employment (or any later date specified in such written notice from the Company);

(b) The effective date of Employee's resignation for Good Reason or any other reason (as specified in written notice from Employee); or

(c) Employee's death.

4.2 Termination Date. The date upon which Employee's termination of employment with the Company is effective is the "Termination Date." For purposes of Sections 5.1 or 5.2 and Section 6 only, the Termination Date means the date on which a "separation from service" has occurred for purposes of Section 409A of the Internal Revenue Code, as amended, and the regulations and guidance thereunder (the "Code").

4.3 Resignation From Positions. Unless otherwise requested by the Company's Board of Directors (the "Board") in writing, upon Employee's termination of employment with the Company for any reason Employee shall automatically resign as of the Termination Date from all titles, positions and appointments Employee then holds with the Company, whether as an officer, director, trustee or employee (without any claim for compensation related thereto), and Employee hereby agrees to take all actions necessary to effectuate such resignations.

5. Payments Upon Termination of Employment.

5.1 Qualifying Termination Before a Change in Control or after the Change in Control Period. If Employee's employment with the Company is terminated as the result of a Qualifying Termination, and the Termination Date occurs before a Change in Control or after the Change in Control Period, then the Company shall, in addition to paying Employee's base salary and other compensation earned through the Termination Date,

(a) pay to Employee as severance pay an amount equal to one hundred percent (100%) of Employee's annualized base salary as of the Termination Date (or Employee's annualized base salary as of immediately prior to a material reduction of such base salary if Employee resigns for Good Reason as a result of such reduction), less all legally required and authorized deductions and withholdings, payable in a lump sum on the Company's first regular payroll date immediately following the Termination Date (the "Non-CIC Severance Payments");

(b) pay to Employee as additional severance pay an amount equal to one hundred percent (100%) of Employee's target annual cash bonus for the fiscal year in which the Termination Date occurs, less all legally required and authorized deductions and withholdings, payable in a lump sum on the Company's first regular payroll date immediately following the Termination Date (the "Non-CIC Bonus Payment");

(c) pay to Employee as additional severance a lump sum cash payment equal to one hundred percent (100%) of Employee's group health insurance coverage with the Company, at the same level of coverage that was in effect as of the Termination Date, for a period of twelve (12) months, less all legally required and authorized deductions and withholdings, payable in a lump sum on the Company's first regular payroll date immediately following the Termination Date (the "Non-CIC Benefits Continuation Payment"); and

(d) pay up to \$15,000.00 for outplacement services by an outplacement services provider selected by Employee, with any such amount payable by the Company directly to the outplacement services provider or reimbursed to Employee, in either case subject to Employee's submission of appropriate receipts before the twelve (12) month anniversary of the Termination Date (the "Outplacement Payments").

5.2. Qualifying Termination During the Change in Control Period. If Employee's employment with the Company is terminated as the result of a Qualifying Termination, and the Termination Date occurs on the date of a Change in Control to occur during the Term or before the eighteen (18) month anniversary of such Change in Control (the "Change in Control Period"), then the Company shall, in addition to paying Employee's base salary and other compensation earned through the Termination Date,

(a) pay to Employee as severance pay an amount equal to the sum of (i) one hundred fifty percent (150%) of Employee's annualized base salary as of the Termination Date (or Employee's annualized base salary as of immediately prior to a material reduction of such base salary) (the "CIC Severance Payment"), (ii) one hundred fifty percent (150%) of Employee's target annual cash bonus for the fiscal year in which the Termination Date occurs (the "CIC Bonus Payment"), and (iii) one hundred fifty percent (150%) of Employee's group health insurance coverage with the Company, at the same level of coverage that was in effect as of the Termination Date, for a period of eighteen (18) months (the "CIC Benefits Continuation Payment"), in each case less all legally required and authorized deductions and withholdings, payable in a lump sum on the Company's first regular payroll date immediately following the Termination Date; and

(b) pay the Outplacement Payments.

5.3. Other Termination of Employment Events. If Employee's employment with the Company is terminated by reason of:

- (a) Employee's resignation for any reason other than Good Reason;
- (b) termination of Employee's employment by the Company for Cause; or
- (c) Employee's death or Disability,

then the Company shall pay to Employee or Employee's beneficiary or Employee's estate, as the case may be, Employee's base Salary and other compensation earned through the Termination Date and Employee shall not be eligible or entitled to receive any severance pay or benefits from the Company.

5.4. Cause Defined. "Cause" hereunder means:

- (a) Employee's intentional and repeated material failure to perform Employee's material job duties competently as reasonably determined by the Company's Chief Executive Officer;
- (b) gross misconduct by Employee that is demonstrably and materially damaging to the Company;
- (c) fraud, misappropriation, or embezzlement by Employee;

(d) an act or acts of dishonesty by Employee and intended to result in gain or personal enrichment of Employee at the expense of the Company;

(e) Employee's conviction of or plea of nolo contendere to a felony;

(f) Employee's intentional and material violation of the Company's Code of Conduct or Employee Handbook or other material written policy; or

(g) the intentional and material breach of this Agreement or the Confidentiality Agreement by Employee.

With respect to Section 5.4(a), Section 5.4(f) or Section 5.4(g), the Company shall first provide Employee with written notice within thirty (30) calendar days of the condition's occurrence detailing the asserted failure, violation or breach and provide a reasonable opportunity to cure such asserted failure, violation or breach, with such written notice identifying with specificity the reasonable action(s) needed to cure within thirty (30) calendar days of Employee's receipt of written notice from the Company. However, Employee recognizes some events result in the destruction of trust and are, therefore, not curable. The Company, in its sole discretion, shall determine whether an event is curable; and, therefore, whether the notice allowed for in this paragraph is applicable.

5.5. Change in Control Defined. "Change in Control" hereunder has the same meaning such term has in the Spire Global, Inc. 2021 Equity Incentive Plan, as amended from time to time (the "Equity Incentive Plan").

5.6. Good Reason Defined. "Good Reason" hereunder means the occurrence of any of the following events without Employee's consent:

(a) a material diminution in the Employee's responsibilities, authority or duties;

(b) a material diminution (ten percent (10%) or more) in the Employee's base salary, annual bonus, annual equity award, or any other annual incentive compensation opportunity;

(c) a relocation of the Employee's principal place of employment to a location more than thirty (30) miles from his principal place of employment on the Effective Date; or

(d) the material breach of this Agreement by the Company.

provided, however, that "Good Reason" shall not exist unless Employee has first provided written notice to the Company of the occurrence of one or more of the conditions under clauses (a) through (d) above, such condition is not fully remedied by the Company within thirty (30) calendar days after the Company's receipt of written notice from Employee.

5.7. Disability Defined. "Disability" hereunder has the same meaning such term has in the Equity Incentive Plan.

5.8. Employee Benefit Plans or Programs. For avoidance of doubt, nothing in this Agreement affects Employee's right to receive any amounts due under the terms of any employee

benefit plans or programs (other than severance-related plan or program) then maintained by the Company in which Employee participates.

6. Anticipatory Qualifying Termination. If Employee's employment with the Company is terminated as the result of a Qualifying Termination, and a Change in Control occurs within ninety (90) calendar days after Employee's Termination Date, then Employee shall receive an additional cash payment equal to the sum of: (i) fifty percent (50%) of Employee's annualized base salary as of the Termination Date (or Employee's annualized base salary as of immediately prior to a material reduction of such base salary), (ii) the difference between the CIC Bonus Payment amount and the Non-CIC Bonus Payment amount, and (iii) the difference between the CIC Benefits Continuation Payment and the Non-CIC Benefits Continuation Payment, less all legally required and authorized deductions and withholdings, payable in a single lump sum no later than ten (10) calendar days after the date of such Change in Control.

7. Taxes Generally and Section 409A.

7.1 Taxes. The Company is entitled to withhold on and report the making of such payments as may be required by law as determined in the reasonable discretion of the Company.

7.2 Section 409A. This Agreement is intended to provide for payments that satisfy, or are exempt from, the requirements of Section 409A, including Sections 409A(a)(2), (3) and (4) of the Code and current and future guidance and regulations interpreting such provisions, and should be interpreted accordingly. In furtherance of the foregoing, the provisions set forth below shall apply notwithstanding any other provision in this Agreement:

(a) all payments to be made to Employee hereunder, to the extent they constitute a deferral of compensation subject to the requirements of Section 409A (after taking into account all exclusions applicable to such payments under Section 409A), shall be made no later, and shall not be made any earlier, than at the time or times specified in this Agreement or in any applicable plan for such payments to be made, except as otherwise permitted or required under Section 409A;

(b) the date of Employee's "separation from service", as defined in Section 409A (and as determined by applying the default presumptions in Treas. Reg. §1.409A-1(h)(1)(ii)), shall be treated as the date of Employee's termination of employment for purposes of determining the time of payment of any amount that becomes payable to Employee related to Employee's termination of employment under Sections 10(a), 10(b) or 10(c), and any reference to Employee's "Termination Date" or "termination" of Employee's employment in Section 6.1 or Section 6.2 shall mean the date of Employee's "separation from service", as defined in Section 409A (and as determined by applying the default presumptions in Treas. Reg. §1.409A-1(h)(1)(ii));

(c) in the case of any amounts payable to Employee under this Agreement that may be treated as payable in the form of "a series of installment payments", as defined in Treas. Reg. §1.409A-2(b)(2)(iii), Employee's right to receive such payments shall be treated as a right to receive a series of separate payments for purposes of Treas. Reg. §1.409A-2(b)(2)(iii);

(d) to the extent that the reimbursement of any expenses eligible for reimbursement or the provision of any in-kind benefits under any provision of this Agreement would be considered deferred compensation under Section 409A (after taking into account all exclusions applicable to such reimbursements and benefits under Section

409A): (i) reimbursement of any such expense shall be made by the Company as soon as practicable after such expense has been incurred, but in any event no later than December 31st of the year following the year in which Employee incurs such expense; (ii) the amount of such expenses eligible for reimbursement, or in-kind benefits to be provided, during any calendar year shall not affect the amount of such expenses eligible for reimbursement, or in-kind benefits to be provided, in any calendar year; and (iii) Employee's right to receive such reimbursements or in-kind benefits shall not be subject to liquidation or exchange for another benefit;

(e) to the extent any payment or delivery otherwise required to be made to Employee hereunder on account of Employee's separation from service is properly treated as a deferral of compensation subject to Section 409A after taking into account all exclusions applicable to such payment and delivery under Section 409A, and if Employee is a "specified employee" under Section 409A at the time of Employee's separation from service, then such payment and delivery shall not be made prior to the first business day after the earlier of (i) the expiration of six months from the date of Employee's separation from service, or (ii) the date of Employee's death (such first business day, the "Delayed Payment Date"), and on the Delayed Payment Date, there shall be paid or delivered to Employee or, if Employee has died, to Employee's estate, in a single payment or delivery (as applicable) all entitlements so delayed, and in the case of cash payments, in a single cash lump sum, an amount equal to aggregate amount of all payments delayed pursuant to the preceding sentence. Except for any tax amounts withheld by the Company from the payments or other consideration hereunder and any employment taxes required to be paid by the Company, Employee shall be responsible for payment of any and all taxes owed in connection with the consideration provided for in this Agreement; and

(f) the Parties agree that this Agreement may be amended, as may be necessary to fully comply with, or to be exempt from, Section 409A and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either Party.

8. Miscellaneous.

8.1. Integration. This Agreement embodies the entire agreement and understanding among the Parties relative to subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter; provided, however, this Agreement is not intended to supersede or otherwise affect the Letter Agreement, the Confidentiality Agreement, the Equity Incentive Plan or any Award Agreement (as defined in the Equity Incentive Plan), each of which shall remain in effect in accordance with its terms.

8.2. Applicable Law. All matters relating to the interpretation, construction, application, validity and enforcement of this Agreement are governed by the laws of the State of Virginia without giving effect to any choice or conflict of law provision or rule, whether of the State of Virginia or any other jurisdiction, that would cause the application of laws of any jurisdiction other than the State of Virginia.

8.3. Choice of Jurisdiction. Employee and the Company consent to jurisdiction of the courts of the State of Virginia and/or the federal district courts in the State of Virginia, for the purpose of resolving all issues of law, equity, or fact, arising out of or in connection with this Agreement or Employee's employment with the Company or the termination of such employment. Any action involving claims for interpretation, breach or enforcement of this Agreement or related

to Employee's employment with the Company or the termination of such employment shall be brought in such courts. Each party consents to personal jurisdiction over such party in the state and/or federal courts of Virginia and hereby waives any defense of lack of personal jurisdiction or inconvenient forum.

8.4. Counterparts. This Agreement may be executed by the Parties in one or more counterparts (including by means of telecopied, facsimile, PDF, DocuSign or other electronic signature pages), each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures delivered by telecopied, facsimile, PDF, DocuSign or other electronic signature shall constitute original signatures.

8.5. Assignment and Successors. The rights and obligations of the Company under this Agreement shall inure to the benefit of and will be binding upon the successors and assigns of the Company. Neither party may, without the written consent of the other party, assign or delegate any of its rights or obligations under this Agreement except that the Company may, without any further consent of Employee, assign or delegate any of its rights or obligations under this Agreement to any corporation or other business entity (a) with which the Company may merge or consolidate, (b) to which the Company may sell or transfer all or substantially all of its assets or capital stock or equity, or (c) any affiliate or subsidiary of the Company. After any such assignment or delegation by the Company, the Company will be discharged from all further liability hereunder and such assignee will thereafter be deemed to be the "Company" for purposes of all terms and conditions of this Agreement, including this Section 8.5. Employee may not assign this Agreement or any rights or obligations hereunder other than to Employee's estate in the event of Employee's death.

8.6. Modification. This Agreement shall not be modified or amended except by a written instrument signed by the Parties.

8.7. Severability. The invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder thereof, and said remainder shall remain in fully force and effect.

8.8. 280G Limitations. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Employee (a) constitute "parachute payments" within the meaning of Section 280G of the Code and (b) would be subject to the excise tax imposed by Code Section 4999, then such benefits shall be either: (i) delivered in full, or (ii) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to excise tax under Code Section 4999, whichever of the foregoing amounts, taking into account the applicable federal, state and local income and employment taxes and the excise tax imposed by Code Section 4999, results in the receipt by Employee, on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be subject to excise tax under Code Section 4999. Any determination required under this Section 8.8 will be made in writing by an accounting firm selected by the Company or such other person or entity to which the parties mutually agree (the "Accountants"), whose determination will be conclusive and binding upon Employee and the Company for all purposes. For purposes of making the calculations required by this Section 8.8, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Code Sections 280G and 4999. The Company and the Employee shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section 8.8. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 8.8. Any reduction in payments and/or benefits required by this Section 8.8 shall occur in

the following order: (A) cash payments shall be reduced first and in reverse chronological order such that the cash payment owed on the latest date following the occurrence of the event triggering such excise tax will be the first cash payment to be reduced; (B) accelerated vesting of stock awards, if any, shall be cancelled/reduced next and in the reverse order of the date of grant for such stock awards (i.e., the vesting of the most recently granted stock awards will be reduced first), with full- value awards reversed before any stock option or stock appreciation rights are reduced; and (C) deferred compensation amounts subject to Section 409A shall be reduced last.

[Signature Page Follows]



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THIS EXECUTIVE EMPLOYMENT AGREEMENT was voluntarily and knowingly executed by the Parties effective as of the stated date of execution, when both Employee and the Company sign it.

SPIRE GLOBAL, INC.

Date: March 20, 2025

By: /s/ Theresa Condor

Name: Theresa Condor

Title: President and Chief Executive Officer

EMPLOYEE

Date: March 20, 2025

By: /s/ Alison Engel

Name: Alison Engel

Alison Engel Joins Spire Global as Chief Financial Officer

Former Gannet CFO brings proven track record in financial leadership and public company governance

VIENNA, VA, March 24, 2025 – Spire Global, Inc. (NYSE: SPIR) (“Spire” or “the Company”), a global provider of space-based data, analytics and space services, has appointed Alison (“Ali”) Engel as its new Chief Financial Officer, effective April 1, 2025.



Ms. Engel is a seasoned public company executive with nearly two decades of experience as CFO. Most recently, she served as the CFO of LeaseAccelerator, Inc., a software as a service company, from 2023 to 2024. Prior to that, she was the CFO and treasurer of Gannet, a public diversified media company with its flagship brand *USA TODAY*, from 2015 to 2020, and of DallasNews Corporation (formerly A.H. Belo Corporation), a media holding company, from 2008 to 2014.

“Ali has a strong track record of steering companies through complex challenges in rapidly evolving industries,” said Theresa Condor, Spire CEO. “Her many years of experience as a public company CFO bring steady leadership in financial controls, strategic business partnership and team building. I am excited to welcome her and the wealth of experience she brings to the team at Spire.”

“Spire has established a proven infrastructure in a dynamic industry with immense opportunities for innovation and growth,” said Ms. Engel. “I look forward to working alongside Theresa and the leadership team to drive the business forward, capitalizing on these opportunities, and ultimately, improving life on Earth with data from space.”

Ms. Engel received a Master of Professional Accountancy and a bachelor’s degree in accounting from the University of Texas at Austin.

Ms. Engel will be based in the Company’s Vienna, Virginia headquarters. She replaces Thomas Krywe, interim CFO, who will remain as an executive advisor for the Company through April.

About Spire Global, Inc.

Spire (NYSE: SPIR) is a global provider of space-based data, analytics and space services, offering unique datasets and powerful insights about Earth so that organizations can make decisions with confidence in a rapidly changing world. Spire builds, owns, and operates a fully deployed satellite constellation that observes the Earth in real time using radio frequency technology. The data acquired by Spire's satellites provides global weather intelligence, ship and plane movements, and spoofing and jamming detection to better predict how their patterns impact economies, global security, business operations and the environment. Spire also offers Space as a Service solutions that empower customers to leverage its established infrastructure to put their business in space. Spire has nine offices across the U.S., Canada, UK, Luxembourg, Germany and Singapore. To learn more, visit spire.com.

Forward Looking Statements

This press release contains forward-looking statements, including information regarding management's view of Spire's future expectations, plans and prospects, including our views regarding future execution within our business, and the opportunity we see in our industry, within the safe harbor provisions under The Private Securities Litigation Reform Act of 1995. These statements involve known and unknown risks, uncertainties and other factors which may cause the results of Spire to be materially different than those expressed or implied in such statements. Certain of these risk factors and others are included in documents Spire files with the Securities and Exchange Commission, including but not limited to, Spire's Annual Report on Form 10-K for the year ended December 31, 2023, as well as subsequent reports filed with the Securities and Exchange Commission. Other unknown or unpredictable factors also could have material adverse effects on Spire's future results. The forward-looking statements included in this press release are made only as of the date hereof. Spire cannot guarantee future results, levels of activity, performance or achievements. Accordingly, you should not place undue reliance on these forward-looking statements. Finally, Spire expressly disclaims any intent or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

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