

April 1, 2020



Michael Schnuerle
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Louisville, KY 40204
schnuerle@gmail.com
502-295-0396

Re: Offer of Employment

Dear Michael:

Contingent upon the completion of employment related paperwork and successful background check by our professional employer organization (PEO), Insperity Inc., we are pleased to offer you the position of Director of Open Source Operations of the Open Mobility Foundation (OMF), a series hosted by OASIS Open Development Foundation, LLC (OODF). In this position, you will report to the Open Mobility Foundation Executive Director, who primarily will be responsible for evaluating your performance. OMF relies on its host OODF to administer employment and contracting, as provided in the Host LLC Operating Rules.

This letter sets forth the basic terms of your employment relationship.

1. Compensation. Your initial base per pay period salary is \$5,000.00, paid semi-monthly. If annualized, this would equal \$120,000.00. This is a full-time, 40 hours per week, exempt position. All payroll, benefit and retirement services are administered through Insperity as OODF's PEO. OMF is a distinct series entity under Delaware limited liability company law, with its own segregated funds managed separately from those of OODF or other series or any affiliates of either. Your employment and compensation are obligations solely of OMF and its assets.

2. Additional Financial Consideration. You will be paid a one-time equipment stipend of \$2,500 at the beginning of your employment for the purchase of any equipment necessary for remote work. In addition, you have indicated that your current employer may require you to reimburse them for certain educational expenses. If you do make such a payment, you will be eligible to expense up to \$5,000 of that cost to OMF by providing appropriate documentation.

3. Position. If you accept this offer, your employment with OMF will begin on April 27, 2020. This is a remote work position, but may require travel to meetings or conferences. The position's job description is set out in the attached job description, with such other specific duties as you and your manager may agree. As an OMF employee, we expect that you will perform your duties and responsibilities to the best of your ability and comply with the policies adopted by OMF. We further expect that you will devote your full business time and energies to the business.

4. Benefits. You will be eligible to participate in the OASIS Open Development Foundation Employee Benefit Plans (administered by Insperity); which include Flexible Time Off paid holidays, 401K retirement plan, medical-dental-vision insurance, life insurance, short-term and long-term disability, and educational assistance. Benefits are detailed in the enclosed handbook. Please be advised that all such benefits are subject to the specific terms of applicable plans and OODF policies. In addition, OODF reserves the right to change or discontinue at any time any of its current benefits, plans, providers, and policies, including those described above. Information on policies, benefit programs, and FTO time will be provided to you upon your first day of employment.

5. Other Agreements. As part of your employment with OASIS Open Development Foundation, you agree to deliver a signed Nondisclosure, Non-Solicitation and Developments Agreement to OODF, a copy of which is attached.

6. Withholdings. All salary, bonus, or other payments to you will be subject to standard withholdings and deductions. Please consult a tax or financial advisor with any tax or financial questions.

7. At-Will Employment. Your employment is at-will, meaning it can be terminated by OODF or you at any time, with or without cause. Only a written agreement expressly authorized by the Board of Managers of OODF may modify this at-will employment relationship. No supervisor or other representative of OODF or OMF has any authority (absent express authorization from the Board of Managers) to enter into any agreement for employment for any specified term or period of time.

8. Probationary Period. Your position will be considered probationary until the successful completion of 90 days of employment. Your manager will discuss with you, shortly after your start of work, what is expected in terms of work performance. Your performance will then be reviewed after 90 days of employment. Except for payment for any accrued salary and accrued

and unused FTO earned through the date of termination at the rate in effect at the time of termination, no post-termination compensation or benefits will be paid or provided to you under this Agreement following the effective date of your resignation or your termination.

9. Finalization. Your employment is contingent upon: (a) your executing this letter and returning it to my attention at the address below within three (3) days of receipt; (b) your providing proof of your ability to work in the United States in compliance with the Immigration and Naturalization Service rules, and (c) delivery of the signed Nondisclosure, Developments and Non-Solicitation Agreement referred to above. The parties further agree that Massachusetts law will govern this agreement. This agreement supersedes and replaces in its entirety any prior agreements, written or oral, relating to the terms of your employment by OODF.

We are confident that you will provide a valuable contribution and look forward to a mutually beneficial relationship.

Very truly yours,

By: _____
Scott McGrath, Manager,
OASIS Open Development Foundation, LLC

Agreed to and accepted this ___ day of _____, 2020.

Michael Schnuerle