OASIS Open Development Foundation, LLC

400 TradeCenter, Ste 5900

Woburn, MA 01801



May 2, 2022

Andrew Glass Hastings

Address:

Re: Offer of Employment

Dear Andrew,

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 Executive Director 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 board, 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. The chairperson of the OMF Board, currently Seleta Reynolds, will serve as your manager, in coordination with the designated manager of OODF, currently Scott McGrath.

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

1. **Compensation**. Your initial base per pay period salary is $ **7,500** , paid

semi-monthly. If annualized, this would equal **$ 180,000** . We are pleased to include a signing bonus of **$5,000**. 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. As discussed, the Board will review your compensation at six months and a year, along with its budget review.

2. **Position.** If you accept this offer, your employment with OMF will begin on

**May 31, 2022** . This is a remote work position and has limited expectations

of meetings at OODF headquarters in Woburn, MA. The position’s job description is set out in OMF’s Bylaws, with such other specific duties as you and the OMF Board 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.

3. **Benefits.** You will be eligible to participate in the OASIS Open

Development Foundation Employee Benefit Plans (administered by Insperity);

which include Flexible Time Off (FTO includes vacation and sick time and will be accrued at the rate as determined by the policy), paid holidays, 401K retirement plan, medical-dental-vision insurance, life insurance, short-term and long-term disability, and educational assistance. 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.

4. **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.

5. **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.

6. **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.

7. 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.

8. 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.

9. 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 \_\_\_\_\_\_\_\_\_\_, 2022.

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_