

**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): August 28, 2020

OPEN LENDING CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39326
(Commission
File Number)

82-3008583
(IRS Employer
Identification No.)

Barton Oaks One
901 S. MoPac Expressway
Bldg. 1, Suite 510
Austin, Texas 78746
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: 512-892-0400

(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
Common stock, par value \$0.01 per share	LPRO	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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Officers

On August 28, 2020, the Board of Directors (the “Board”) of Open Lending Corporation (the “Company”) appointed Ross M. Jessup as President of the Company, effective immediately. Mr. Jessup will also continue to serve as the Company’s Chief Operating Officer. John J. Flynn will remain as Chairman of the Board and Chief Executive Officer of the Company. Prior to his appointment as President and Chief Operating Officer, Mr. Jessup served as the Company’s Chief Operating Officer and Chief Financial Officer since April 2000.

Also, on August 28, 2020, the Board appointed Charles D. Jehl as Executive Vice President, Chief Financial Officer and Treasurer of the Company, effective immediately. Prior to his appointment, Mr. Jehl served as a consultant to the Company since April 2020. From 2015 through 2019, Mr. Jehl served as Chief Financial Officer and Treasurer of Forestar Group Inc., a New York Stock Exchange listed company (“Forestar Group”). Prior that, Mr. Jehl served in other executive positions with Forestar Group, including Chief Accounting Officer from 2005 - 2013. Jehl is a Certified Public Accountant licensed in the state of Texas and a member of the American Institute of Certified Public Accountants and the Texas Society of Certified Public Accountants. He holds a Bachelor of Arts degree in Accounting from Concordia University at Austin.

On August 31, 2020, the Company issued a press release in connection with Mr. Jessup and Mr. Jehl’s appointments. A copy of this press release is furnished as Exhibit 99.1 to this report on Form 8-K.

Employment Agreement with Mr. Jessup

The Company has entered into an employment agreement with Ross M. Jessup (the “Jessup Employment Agreement”), effective as of August 28, 2020, in which Mr. Jessup will serve as the President and Chief Operating Officer of the Company. Mr. Jessup will have an initial base salary of \$500,000 per year, subject to periodic review and adjustment by the Board. Commencing in the fiscal year 2021, Mr. Jessup will also be eligible to receive cash incentive compensation as determined by the Board and the Compensation Committee of the Board (the “Compensation Committee”), subject to the terms of any applicable incentive compensation plan that may be in effect from time to time. Also commencing in the fiscal year 2021, Mr. Jessup will be eligible for long-term incentive awards commensurate with Mr. Jessup’s position and performance, in the discretion of the Board or the Compensation Committee.

The Jessup Employment Agreement further describes the payments and benefits to which Mr. Jessup would be entitled upon termination of his employment under certain circumstances. Specifically, if Mr. Jessup’s employment is terminated either by the Company without “cause” or by Mr. Jessup for “good reason” (each as defined in the Jessup Employment Agreement), Mr. Jessup will be entitled to receive an amount equal to 24 months of pay at the Jessup Compensation Rate (as defined in the Jessup Employment Agreement), paid out in substantially equal installments in accordance with the Company’s payroll practice over 6 months, subject to Mr. Jessup’s execution of a release of claims in favor of the Company. For a period of up to 18 months, the Company will also pay to the group health plan provider, the COBRA provider or Mr. Jessup a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to Mr. Jessup if he had remained employed by the Company, subject to Mr. Jessup’s continued copayment of premium amounts at the active employees’ rate.

The Jessup Employment Agreement also provides for certain payments and benefits following a “change in control” (as defined in the Jessup Employment Agreement) of the Company. If during the 12-month period following the occurrence of a change in control Mr. Jessup’s employment is terminated by either the Company without “cause” or by Mr. Jessup for “good reason,” Mr. Jessup will be entitled to receive a lump-sum payment equal to one and one-half times the Jessup Compensation Rate plus the greater of Mr. Jessup’s annual cash bonus for the then-current year or the target annual cash bonus in effect immediately prior to the change of control. The Company will also pay to the group health plan provider, the COBRA provider or Mr. Jessup a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to Mr. Jessup if he had remained employed by the Company for a period of up to 18 months, subject to Mr. Jessup’s copayment of premium amounts at the active employees’ rate. If any such payments or benefits would be subject to the excise tax imposed by

Section 4999 of the Code, such payments shall be reduced so that the sum of these payments shall be \$1.00 less than the amount at which Mr. Jessup becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction will only occur if it would result in Mr. Jessup receiving a higher after tax amount than he would receive if such payments were not subject to such reduction.

The foregoing description of the Jessup Employment Agreement is qualified in its entirety by reference to the text of the Jessup Employment Agreement, which is attached hereto as Exhibit 10.1, and incorporated herein by reference.

Employment Agreement with Mr. Flynn

The Company has entered into an employment agreement with John J. Flynn (the "Flynn Employment Agreement"), effective as of August 28, 2020, in which Mr. Flynn will serve as the Chairman and Chief Executive Officer of the Company. Mr. Flynn will have an initial base salary of \$500,000 per year, subject to periodic review and adjustment by the Board. Commencing in the fiscal year 2021, Mr. Flynn will also be eligible to receive cash incentive compensation as determined by the Board and the Compensation Committee, subject to the terms of any applicable incentive compensation plan that may be in effect from time to time. Also commencing in the fiscal year 2021, Mr. Flynn will be eligible for long-term incentive awards commensurate with Mr. Flynn's position and performance, in the discretion of the Board or the Compensation Committee.

The Flynn Employment Agreement further describes the payments and benefits to which Mr. Flynn would be entitled upon termination of his employment under certain circumstances. Specifically, if Mr. Flynn's employment is terminated either by the Company without "cause" or by Mr. Flynn for "good reason" (each as defined in the Flynn Employment Agreement), Mr. Flynn will be entitled to receive an amount equal to 24 months of pay at the Flynn Compensation Rate (as defined in the Flynn Employment Agreement), paid out in substantially equal installments in accordance with the Company's payroll practice over 12 months, subject to Mr. Flynn's execution of a release of claims in favor of the Company. For a period of up to 18 months, the Company will also pay to the group health plan provider, the COBRA provider or Mr. Flynn a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to Mr. Flynn if he had remained employed by the Company, subject to Mr. Flynn's continued copayment of premium amounts at the active employees' rate.

The Flynn Employment Agreement also provides for certain payments and benefits following a "change in control" (as defined in the Flynn Employment Agreement) of the Company. If during the 12-month period following the occurrence of a change in control Mr. Flynn's employment is terminated by either the Company without "cause" or by Mr. Flynn for "good reason," Mr. Flynn will be entitled to receive a lump-sum payment equal to one and one-half times the Flynn Compensation Rate plus the greater of Mr. Flynn's annual cash bonus for the then-current year or the target annual cash bonus in effect immediately prior to the change of control. The Company will also pay to the group health plan provider, the COBRA provider or Mr. Flynn a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to Mr. Flynn if he had remained employed by the Company for a period of up to 18 months, subject to Mr. Flynn's copayment of premium amounts at the active employees' rate. If any such payments or benefits would be subject to the excise tax imposed by Section 4999 of the Code, such payments shall be reduced so that the sum of these payments shall be \$1.00 less than the amount at which Mr. Flynn becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction will only occur if it would result in Mr. Flynn receiving a higher after tax amount than he would receive if such payments were not subject to such reduction.

The foregoing description of the Flynn Employment Agreement is qualified in its entirety by reference to the text of the Flynn Employment Agreement, which is attached hereto as Exhibit 10.2, and incorporated herein by reference.

Employment Agreement with Mr. Jehl

The Company has entered into an employment agreement with Charles D. Jehl (the “Jehl Employment Agreement”), effective as of August 28, 2020, in which Mr. Jehl will serve as the Chief Financial Officer and Treasurer of the Company. Mr. Jehl will have an initial base salary of \$375,000 per year, subject to periodic review and adjustment by the Board. Mr. Jehl will be eligible to receive cash incentive compensation as determined by the Board and the Compensation Committee, subject to the terms of any applicable incentive compensation plan that may be in effect from time to time. Commencing in the fiscal year 2021, Mr. Jehl will be eligible for long-term incentive awards commensurate with Mr. Jehl’s position and performance, in the discretion of the Board or the Compensation Committee.

The Jehl Employment Agreement further describes the payments and benefits to which Mr. Jehl would be entitled upon termination of his employment under certain circumstances. Specifically, if Mr. Jehl’s employment is terminated either by the Company without “cause” or by Mr. Jehl for “good reason” (each as defined in the Jehl Employment Agreement), Mr. Jehl will be entitled to receive an amount equal to 24 months of pay at the Jehl Compensation Rate (as defined in the Jehl Employment Agreement), paid out in substantially equal installments in accordance with the Company’s payroll practice over 6 months, subject to Mr. Jehl’s execution of a release of claims in favor of the Company. For a period of up to 12 months, the Company will also pay to the group health plan provider, the COBRA provider or Mr. Jehl a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to Mr. Jehl if he had remained employed by the Company, subject to Mr. Jehl’s continued copayment of premium amounts at the active employees’ rate.

The Jehl Employment Agreement also provides for certain payments and benefits following a “change in control” (as defined in the Jehl Employment Agreement) of the Company. If during the 12-month period following the occurrence of a change in control Mr. Jehl’s employment is terminated by either the Company without “cause” or by Mr. Jehl for “good reason,” Mr. Jehl will be entitled to receive a lump-sum payment equal to the Jehl Compensation Rate plus the greater of Mr. Jehl’s annual cash bonus for the then-current year or the target annual cash bonus in effect immediately prior to the change of control. The Company will also pay to the group health plan provider, the COBRA provider or Mr. Jehl a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to Mr. Jehl if he had remained employed by the Company for a period of up to 12 months, subject to Mr. Jehl’s copayment of premium amounts at the active employees’ rate. If any such payments or benefits would be subject to the excise tax imposed by Section 4999 of the Code, such payments shall be reduced so that the sum of these payments shall be \$1.00 less than the amount at which Mr. Jehl becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction will only occur if it would result in Mr. Jehl receiving a higher after tax amount than he would receive if such payments were not subject to such reduction.

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

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

- 10.1 [Employment Agreement by and between the Company and Ross M. Jessup, dated August 28, 2020.](#)
- 10.2 [Employment Agreement by and between the Company and John J. Flynn, dated August 28, 2020.](#)
- 10.3 [Employment Agreement by and between the Company and Charles D. Jehl, dated as of August 28, 2020.](#)
- 99.1 [Press Release issued by the Company on August 31, 2020.](#)

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.

OPEN LENDING CORPORATION

By: /s/ Ross Jessup

Name: Ross Jessup

Title: President and Chief Operating Officer

Date: August 31, 2020

EMPLOYMENT AGREEMENT

This Employment Agreement (“**Agreement**”) is made by and between Open Lending Corporation, a Delaware corporation (the “**Company**”), and Ross Jessup (the “**Executive**”), and is effective as of August 28, 2020 (the “**Effective Date**”).

WHEREAS, effective as of the Effective Date, the parties intend this Agreement to replace in all respects any other prior agreements between the Executive and the Company regarding the subject matter herein, including without limitation any offer letter, employment agreement or severance agreement; and

WHEREAS, the Company desires to continue to employ the Executive and the Executive desires to continue to be employed by the Company on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment.

(a) Term. The Company shall continue to employ the Executive and the Executive shall continue to be employed by the Company pursuant to this Agreement commencing as of the Effective Date and continuing until such employment is terminated in accordance with the provisions hereof (the “**Term**”). The Executive’s employment with the Company will continue to be “at will,” meaning that the Executive’s employment may be terminated by the Company or the Executive at any time and for any reason subject to the terms of this Agreement.

(b) Position and Duties. During the Term, the Executive shall serve as the President and Chief Operating Officer of the Company, and shall have such powers and duties as may from time to time be prescribed by the Chief Executive Officer of the Company (the “**CEO**”) or another authorized executive, provided that such duties are consistent with the Executive’s position or other positions that the Executive may hold from time to time. The Executive shall devote the Executive’s full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may serve on other boards of directors, with the prior written approval of the Board of Directors of the Company (the “**Board**”), or engage in religious, charitable or other community activities as long as such services and activities are disclosed to the Board and do not materially interfere with the Executive’s performance of the Executive’s duties or obligations to the Company (whether under this Agreement, the Restrictive Covenant, any other agreement, applicable law or otherwise). To the extent applicable, the Executive shall be deemed to have resigned from all officer and board members positions that the Executive holds with the Company or any of its respective subsidiaries and affiliates upon the termination of the Executive’s employment for any reason and by which ever party. The Executive shall execute any documents in reasonable form as may be requested by the Company to confirm or effectuate any such resignations.

2. Compensation and Related Matters.

(a) Base Salary. The Executive's initial base salary rate shall be based on the annualized rate of \$500,000 per annum. The Executive's base salary may be subject to periodic review by the Board or the Compensation Committee of the Board (the "**Compensation Committee**"). The Executive's base salary in effect at any given time is referred to herein as "**Base Salary**." The Base Salary shall be payable in a manner that is consistent with the Company's usual payroll practices and schedule for senior executives.

(b) Incentive Compensation. Commencing in fiscal year 2021, the Executive shall be eligible to receive cash incentive compensation as determined by the Board or the Compensation Committee in its discretion. The Executive's target annual incentive compensation for fiscal year 2021 shall be eighty percent (80%) of the Executive's Base Salary. The Executive's target annual incentive for future fiscal years shall be in such percentage as determined from time to time by the Board or Compensation Committee in its discretion (Executive's target annual incentive as the same may be adjusted from year to year shall be referred to herein as, the "**Target Incentive Compensation**"). The actual amount of the Executive's annual incentive compensation, if any, shall be determined in the sole discretion of the Board or the Compensation Committee, subject to the terms of any applicable incentive compensation plan that may be in effect from time to time. Except as otherwise provided herein or in any applicable incentive compensation plan, to earn any incentive compensation in respect of a given calendar year, the Executive must be employed by the Company in good standing on the day such incentive compensation is paid. Subject to the foregoing, annual incentive compensation in respect of a given calendar year shall be paid to the Executive no later than March 15 of the year following the year to which such annual incentive compensation relates.

(c) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executive officers.

(d) Other Benefits. During the Term, the Executive shall be eligible to participate in or receive benefits under the Company's employee benefit plans in effect from time to time, subject to the terms and conditions of such plans. The Company's employee benefit plans may be modified or terminated at any time in the Company's sole discretion.

(e) Paid Time Off. The Executive shall be entitled to paid time-off in accordance with the Company's applicable paid time off/paid vacation policy for executives, as may be in effect and/or which may be modified or adjusted from time to time. The Executive shall also be entitled to all paid holidays given by the Company to its executives. Unless otherwise required by applicable Company policy or applicable law, any accrued unused vacation days or paid time off remaining at the end of a given year or when the Executive's employment terminates shall be forfeited and not paid out.

(f) Long-Term Incentive Compensation. Commencing in fiscal year 2021, the Executive will be eligible for long-term incentive awards commensurate with the Executive's position and performance, in the discretion of the Board or the Compensation Committee (an "**LTI Award**"). The Executive's annual long-term incentive target award amount for the fiscal year 2021 will be \$1,250,000. Subject to the approval of the Board or the Compensation Committee, the Company will grant such LTI Award to the Executive in the form of restricted stock units, of which (a) 40% will vest ratably over four (4) years from the grant date ("**Time-Based RSUs**"), and (b) 60% will vest subject to the achievement of certain performance criteria over a 3-year performance period ("**Performance-Based RSUs**"), as determined by the Board or the Compensation Committee in its discretion. The Time-Based RSUs and Performance-Based RSUs shall be subject to the provisions of the Company's 2020 Stock Option and Incentive Plan and the applicable restricted stock unit agreements (each, a "**RSU Agreement**"), including but not limited to the vesting schedule or conditions (including any applicable performance metrics), acceleration provisions and employment termination provisions of the Plan and the RSU Agreement. The Plan and the RSU Agreement(s) are referred collectively to as the "**Equity Documents**." The size, type, and terms of any future LTI Award shall be determined by the Board or the Compensation Committee in its discretion.

3. Termination. During the Term, the Executive's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon the Executive's death.

(b) Disability. The Company may terminate the Executive's employment if the executive experiences a Disability. For purposes of this Agreement, "**Disability**" shall mean he is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of 120 days (which need not be consecutive) in any 12-month period. If any question shall arise as to whether, during any period, the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall, for the purposes of this Agreement, be deemed to be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of whether the Executive is disabled shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*

(c) Termination by Company for Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean any of the following: (i) conduct by the Executive constituting a material act of misconduct in connection with the performance of the Executive's duties, including, without limitation, (A) willful failure or refusal to perform material responsibilities that have been requested by the CEO or other duly authorized or supervising executive, (B) dishonesty to the CEO or other supervising executive with respect to any material matter, or (C) misappropriation of funds or property of the Company or any of its subsidiaries or affiliates other than the occasional, customary and *de minimis* use of Company property for personal purposes; (ii) the commission by the Executive of, or plea of guilty or no lo contendere to, (A) any felony or (B) a misdemeanor involving moral turpitude, deceit, dishonesty or fraud; (iii) any conduct by the Executive, regardless of whether or not in the course of the Executive's employment, that would reasonably be expected to result in material injury or material reputational harm to the Company or any of its subsidiaries and affiliates if the Executive were to continue to be employed in the Executive's position; (iv) continued unsatisfactory performance or non-performance by the Executive of the Executive's duties hereunder (other than by reason of the Executive's physical or mental illness, incapacity or Disability) that has continued for more than 30 days following written notice of such unsatisfactory performance or non-performance from the CEO; (v) a breach by the Executive of any of the provisions contained in Section 7 of this Agreement, the Restrictive Covenants Agreement (as defined below) or any other Continuing Obligations (as defined below); (vi) a breach by the Executive of any fiduciary duty and/or duty of loyalty to the Company or any of its subsidiaries or affiliates; (vii) a material violation by the Executive of the Company's written employment policies (including, but not limited to, any violation of any written equal employment opportunity policy or any written policy prohibiting discrimination, harassment or retaliation) or corporate governance policies; or (viii) the Executive's failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

(d) Termination by the Company Without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement that does not constitute a termination for Cause under Section 3(c) and does not result from the death or Disability of the Executive under Section 3(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate the Executive's employment hereunder at any time for any reason including, but not limited to, Good Reason. For purposes of this Agreement, "**Good Reason**" shall mean that the Executive has complied with and completed all steps of the "**Good Reason Process**"

(hereinafter defined) following the occurrence of any of the following events without the Executive's consent (each a "**Good Reason Condition**"): (i) a material diminution in the Executive's responsibilities, authority or duties; (ii) a material diminution in the Executive's Base Salary, except for across-the-board salary reductions based on the Company's financial performance similarly affecting all or substantially all senior management employees of the Company; (iii) a requirement that the Executive work primarily from an office or geographic location that is beyond a 50 mile radius from the office or geographic location at which the Executive primarily provides services to the Company; or (iv) a material breach of this Agreement by the Company.

The "**Good Reason Process**" means and consists of the following steps: (i) the Executive reasonably determines in good faith that a Good Reason Condition has occurred; (ii) the Executive notifies the Company in writing of Executive learning the first occurrence of the Good Reason Condition within 60 days of the first occurrence of such condition; (iii) the Executive cooperates in good faith with the Company's efforts, for a period of not less than 30 days following such notice (the "**Cure Period**"), to remedy the Good Reason Condition; (iv) notwithstanding such efforts, the Good Reason Condition continues to exist; and (v) the Executive terminates the Executive's employment within 30 days after the end of the Cure Period. If the Company cures the Good Reason Condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(f) Notice of Termination. Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "**Notice of Termination**" shall mean a notice that shall indicate the specific termination provision in this Agreement being relied upon.

(g) Date of Termination. "**Date of Termination**" shall mean: (i) if the Executive's employment is terminated due to the Executive's death, the date of the Executive's death; (ii) if the Executive's employment is terminated on account of Disability under Section 3(b) or by the Company for Cause under Section 3(c), the date on which Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company without Cause under Section 3(d), 30 days after the date on which a Notice of Termination is given or the date specified by the Company in the Notice of Termination provided it is more than 30 days after the date on which the Notice of Termination is given; (iv) if the Executive's employment is terminated by the Executive under Section 3(e) other than for Good Reason, 30 days after the date on which a Notice of Termination is given; and (v) if the Executive's employment is terminated by the Executive under Section 3(e) for Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in or constitute a termination by the Company for purposes of this Agreement; provided, however, that in such event, the Company shall continue to pay the Executive his Base Salary for such 30-day period in lieu of the Executive's active employment during such period (or any portion thereof as determined by the Company).

4. Compensation Upon Termination.

(a) Termination Generally. If the Executive's employment with the Company is terminated for any reason and by whichever party, the Company shall pay or provide to the Executive (or to the Executive's authorized representative or estate) (i) any Base Salary earned but not yet paid through the Date of Termination; (ii) unpaid expense reimbursements (subject to, and in accordance with, Section 2(c) of this Agreement); and (iii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the "**Accrued Benefits**").

(b) Executive's Death or Termination by Company as a Result of Executive's Disability. If the Executive dies or the Executive's employment hereunder is terminated by Company as a result of the Executive's Disability, then, in addition to the Accrued Benefits, the Executive shall be entitled to a pro rata portion of the Executive's Target Incentive Compensation set forth in Section 2(b) hereof, based upon the number of days the Executive was employed during the Company's fiscal year for which such Target Incentive Compensation is computed, to the extent the goals applicable to such Target Incentive Compensation are actually met for the fiscal year in question, which shall be payable at the same time such Target Incentive Compensation would have been paid under Section 2(b) hereof.

(c) Termination by the Company without Cause or by the Executive for Good Reason Outside the Change in Control Period. During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 3(d), or the Executive terminates the Executive's employment for Good Reason as provided in Section 3(e), each outside the Change in Control Period (as defined below), then, in addition to the Accrued Benefits, and subject to (i) the Executive signing, not revoking and complying with a separation agreement, in a form and manner satisfactory to the Company, which shall include, among other provisions, a general release of claims against the Company and all related persons and entities, confidentiality, return of property and non-disparagement obligations, a reaffirmation of all of the Executive's Continuing Obligations (as defined below), and shall provide that if the Executive breaches any of the Continuing Obligations, all payments of the Severance Amount (as defined below) shall immediately cease (the "**Separation Agreement and Release**") and (ii) the Separation Agreement and Release becoming effective and irrevocable, all within 60 days after the Date of Termination (or such shorter period as set forth in the Separation Agreement and Release), the Company will pay or provide (as applicable) the following (collectively, the "**Severance Pay and Benefits**"):

(i) the Company shall pay the Executive an amount equal to twenty-four (24) months of the Executive's Base Salary (the "**Severance Amount**"). Notwithstanding the foregoing, if the Executive breaches any of the Continuing Obligations (as defined below), all payments of the Severance Amount may be terminated by the Company without affecting the other provisions of the Separation Agreement and Release; and

(ii) if the Executive was participating in the Company's group health, dental and/or vision plans immediately prior to the Date of Termination and properly elects to continue health coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), then, subject to the Executive's copayment of the premium amounts at the applicable active employees' rate, the Company shall pay to the group health plan provider, the COBRA provider or the Executive a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company until the earliest of the following: (i) the eighteen-month anniversary of the Date of Termination; (ii) the Executive's eligibility for group medical plan benefits under any other employer's group medical plan or otherwise through other employment; or (iii) the cessation of the Executive's continuation coverage rights under COBRA. Notwithstanding the foregoing, if the Company determines at any time that its payments pursuant to this paragraph may be taxable income to the Executive or that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company may convert such payments to payroll payments directly to the Executive for the time period specified above; and such payments shall be subject to tax-related deductions and withholdings and shall be paid on the Company's regular payroll dates. Any other premiums or costs of COBRA continuation coverage not provided above (including, without limitation, for any COBRA coverage after the time period set forth above) shall be at the sole expense of the Executive.

(iii) The amounts payable under this Section 4(c) shall be paid out in substantially equal installments in accordance with the Company's payroll practice over six (6) months commencing within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount shall begin to be paid in the second calendar year by the last day of such 60-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. The Company shall pay the amounts contemplated by Section 4(c)(ii) each month at the time the Company normally pays the Company's group health provider on behalf of its remaining active employees, except as otherwise provided in Section 4(c)(ii) if such payments are made directly to the Employee. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

5. Change in Control Payment and Benefits. The provisions of this Section 5 set forth certain terms of an agreement reached between the Executive and the Company regarding the Executive's rights and obligations upon the occurrence of a Change in Control of the Company. These provisions are intended to assure and encourage in advance the Executive's continued attention and dedication to the Executive's assigned duties and the Executive's objectivity during the pendency and after the occurrence of any such event. The provisions of this Section 5 shall apply in lieu of, and expressly supersede, the provisions of Section 4(c) if (i) the Executive's employment is terminated either by the Company without Cause as provided in Section 3(d) or by the Executive for Good Reason as provided in Section 3(e) and (ii) the Date of

Termination occurs upon, immediately prior to or within twelve (12) months after the occurrence of the first event constituting a Change in Control (such period, the “**Change in Control Period**”). These provisions shall terminate and be of no further force or effect immediately after the end of the Change in Control Period.

(a) **Change in Control.** During the Term, if the Executive’s employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates the Executive’s employment for Good Reason as provided in Section 3(e) and in each case the Date of Termination occurs during the Change in Control Period, then, in addition to the Accrued Benefits, and subject to the Executive signing, not revoking and complying with the Separation Agreement and Release and the Separation Agreement and Release becoming irrevocable, all within 60 days after the Date of Termination, the Company will pay or provide (as applicable) the following (collectively, the “**Change in Control Payment and Benefits**”):

(i) the Company shall pay the Executive a lump sum in cash in an amount equal to one and a half (1.5) times the sum of (A) the Executive’s then current Base Salary (or the Executive’s Base Salary in effect immediately prior to the Change in Control, if higher) plus (B) the Executive’s Target Incentive Compensation for the then-current year (or the Executive’s Target Incentive Compensation in effect immediately prior to the Change in Control, if higher); and

(ii) if the Executive was participating in the Company’s group health, dental and/or vision plans immediately prior to the Date of Termination and properly elects to continue health coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“**COBRA**”), then, subject to the Executive’s copayment of premium amounts at the applicable active employee’s rate, the Company shall pay to the group health plan provider, the COBRA provider or the Executive a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company until the earliest of the following: (i) the eighteen (18) month anniversary of the Date of Termination; (ii) the Executive’s eligibility for group medical plan benefits under any other employer’s group medical plan or otherwise through other employment; or (iii) the cessation of the Executive’s continuation coverage rights under COBRA. Notwithstanding the foregoing, if the Company determines at any time that its payments pursuant to this paragraph may be taxable income to the Executive or that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company may convert such payments to payroll payments directly to the Executive for the time period specified above; and such payments shall be subject to tax-related deductions and withholdings and shall be paid on the Company’s regular payroll dates. Any other premiums or costs of COBRA continuation coverage not provided above (including, without limitation, for any COBRA coverage after the time period set forth above) shall be at the sole expense of the Executive.

(iii) The amounts payable under this Section 5(a) shall be paid or commence to be paid within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, such payment shall be paid or commence to be paid in the second calendar year by the last day of such 60-day period.

(b) Additional Limitation.

(i) Notwithstanding anything in this Agreement to the contrary, if the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code and the applicable regulations thereunder (the “**Aggregate Payments**”), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be \$1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A- 24(b) or (c).

(ii) For purposes of this Section 5(b), the “**After Tax Amount**” means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive’s receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes that could be obtained from deduction of such state and local taxes.

(iii) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 5(b)(i) shall be made by a nationally recognized accounting firm selected by the Company (the “**Accounting Firm**”), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive, absent manifest error or omission.

(c) Definitions. For purposes of this Section 5, the term “**Change in Control**” shall mean a “Sale Event” as defined in the Company’s 2020 Stock Option and Incentive Plan.

6. Section 409A.

(a) Notwithstanding anything in this Agreement to the contrary, if at the time of the Executive’s separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive’s separation from service would be considered deferred compensation otherwise subject to the twenty percent (20%) 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, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive’s separation from service, or (B) the 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.

(b) 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 (except for any lifetime or other aggregate limitation applicable to medical expenses). This right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes “non-qualified deferred compensation” under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive’s termination of employment, then such payments or benefits shall be payable only upon the Executive’s “separation from service.” The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). 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.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

7. **Restrictive Covenants and Continuing Obligations.** For purposes of this Section 7, unless otherwise expressly indicated, references to the Company shall include, individually and collectively, the Company, its subsidiaries and affiliates, and its and their predecessors (including Open Lending, LLC), successors and assigns. For purposes of this Agreement, the Executive's obligations, covenants and restrictions in this Section 7 and those that arise in any other agreement relating to (or containing provisions relating to) confidentiality, assignment of inventions, non-competition, non-solicitation and/or any other restrictive covenants, and/or that arise, under applicable law, shall collectively be referred to as the "**Continuing Obligations.**" For avoidance of doubt, this Section 7 is in addition to and supplements (and is supplemented by) and does not supersede or limit (and is not superseded or limited by) any such other agreements and Continuing Obligations; provided, however, this Section 7 shall be deemed to fully amend and restate (and thereby supersede and replace) that certain Employee Confidentiality & Non-Competition Agreement, dated [Date], by and between the Executive and Open Lending, LLC.

(a) **Proprietary Information.** The Executive acknowledges, understands and agrees that, in the course of the Executive's employment he will be informed of, provided with, utilize on the Company's behalf, develop and will have access to information concerning the Company and its businesses, customers, business relationships, plans, technology, trade secrets, and financial, business and legal affairs which the Company has not released to the general public, is not generally known to the public or in the industry, has been and will be developed by the Company at great expense, is a valuable competitive asset of the Company, constitutes a "trade secret" under applicable law and/or the disclosure of which or use of which (other than for the benefit of the Company) could result in a competitive disadvantage to the Company or otherwise could negatively affect the Company (collectively, "**Proprietary Information**"). The Executive understands that all Proprietary Information (and all materials that constitute, comprise or contain such information) is and will be the exclusive property of the Company. By way of illustration and not limitation, Proprietary Information includes such information and materials regarding or constituting: (i) *corporate, legal and financial information*, including plans, strategies, developments, methods, policies, resolutions, negotiations, contracts, litigation, claims, performance data, debt arrangements, equity structure, investors and holdings, and purchasing, pricing and sales data; (ii) *customer and client information*, including prices, terms and conditions of the

Company's arrangements or contracts with its clients and customers, the identities, needs, preferences and requirements of the Company's clients and customers and their use of the Company's systems, products and/or services, the nature, extent and particulars of the business dealings between the Company and its clients and customers, client and customer lists and contact information, and any other information provided to the Company by its clients and customers under obligation of confidentiality; (iii) *marketing and performance information*, including strategies, methods, pricing policies and price lists, cost and performance data, financial results, planning data, customers, clients and prospects contacts, lists and preferences, referral sources and information, vendor and supplier lists, contacts and preferences, and market or sales analyses, projections, reports, or forecasts; (iv) *operational, technological, product and service information*, including plans, specifications, manuals, forms, templates, software, source code, object code, designs, research, developments, methods, procedures, formulas, algorithms, discoveries, inventions, improvements, intellectual property, innovations, concepts, ideas, and system, product and/or service specifications, features, advantages, disadvantages and/or limitations; and (v) *personnel information*, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure, performance evaluations and termination arrangements or documents. Proprietary Information also includes (x) any and all information received in confidence by the Company from its clients, customers, distributors or suppliers or other third parties; (y) any and all information which the Company instructs the Executive to keep confidential and/or not to discuss with or disclose to anyone outside the Company (including customers); and (z) any and all information received in confidence by the Company from its customers or suppliers or other third parties. Notwithstanding the foregoing, Proprietary Information does not include any information that is in the public domain, unless due to breach of the Executive's duties and restrictions under this Section 7 hereof or otherwise owing to the Company.

(b) Confidentiality. The Executive understands, acknowledges and agrees that the Executive's employment creates a relationship of confidence and trust between the Executive and the Company with respect to all Proprietary Information; and that the Company is hereby agreeing to provide the Executive with access Proprietary Information as and in consideration of the Executive's agreement to the Executive's restrictions, covenants and obligations under this Section 7. At all times, both during and after the Executive's employment with the Company, the Executive will keep in confidence and trust all such Proprietary Information, and will not use or disclose any such Proprietary Information without the written consent of the Board, except as may be authorized by the Board or necessary in the ordinary course of performing the Executive's duties for the Company or as may be required by law or legal process. The Executive agrees to take reasonable security measures to prevent accidental or unauthorized use or disclosure of Proprietary Information.

(c) Documents, Records, and Other Company Property. All documents, records, files, data, computer files, software, all copies of the foregoing (in any form or format, whether hard-copy, electronic, digital or otherwise), apparatus, computers, cell phones, tablets, personal data assistants (PDAs) and similar devices, equipment, keys, access cards, credit cards, and other physical property, whether or not pertaining to,

constituting or containing Proprietary Information, which are furnished to the Executive by the Company, to which the Executive otherwise has access, or which are produced by the Executive in connection with the Executive's employment are, will be and remain the sole property of the Company. The Executive will return to the Company all such materials and property (and all copies) as and when requested by the Company. In any event, the Executive will return all such materials and property in the Executive's possession, custody or control immediately upon any termination of the Executive's employment for any reason (whether terminated by the Company or the Executive). The Executive will not retain with the Executive any such material or property or any copies thereof after such termination except as expressly authorized by the Company in writing (signed by a duly authorized representative of the Board).

(d) Ownership and Assignment of Inventions and Developments.

(i) The Executive has made and will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, processes, modifications, improvements, algorithms, software code, databases, computer programs, formulae, techniques, trade secrets, graphics or images, audio or visual works, and other works of authorship (collectively "**Developments**"), whether or not patentable or copyrightable, created, made, conceived or reduced to practice by the Executive (alone or jointly with others) or under the Executive's direction during the Executive's employment with the Company (whether under this Agreement or any other prior or subsequent employment with the Company). The Executive acknowledges that all work performed by the Executive during his/her employment or any other service relationship with the Company has been, is and will be on a "work for hire" basis, and the Executive has assigned and hereby does assign and transfer (and to the extent any such assignment cannot be made at present, will and assign and transfer) to the Company, its successors and assigns, all of the Executive's right, title and interest in all Developments described above, that (A) relate to the business of the Company or any of the products, systems or services being researched, developed, manufactured, marketed, provided or sold by the Company or which may be used with such products, systems or services; or (B) result from tasks assigned or delegated to the Executive by the Company; or (C) result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company ("**Company-Related Developments**"), and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights in all countries and territories worldwide and under any international conventions ("**Intellectual Property Rights**").

(ii) To preclude any possible uncertainty, the Executive has set forth on Exhibit A a complete list of Developments that the Executive has, alone or jointly with others, conceived, developed or reduced to practice prior to the commencement of the Executive's employment or other service relationship with the Company that the Executive considers to be the Executive's property or the property of third parties and that the Executive wishes to have excluded from the scope of this Agreement ("**Prior Inventions**"). If disclosure of any such Prior Inventions would cause the Executive to violate any prior confidentiality agreement, the Executive understands that the Executive

is not to list such Prior Inventions in Exhibit A but is only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. The Executive has also listed on Exhibit A all patents and patent applications in which the Executive is named as an inventor, other than those which have been assigned to the Company (“**Other Patent Rights**”). If no such disclosure is attached, the Executive represents that there are no Prior Inventions or Other Patent Rights. If, in the course of the Executive’s employment with the Company, the Executive has incorporated or incorporates a Prior Invention into a Company product, process or machine or other work done for the Company, the Executive hereby grants to the Company a nonexclusive, royalty-free, paid-up, irrevocable, worldwide license (with the full right to sublicense) to make, have made, modify, use, sell, offer for sale and import such Prior Invention. Notwithstanding the foregoing, the Executive will not incorporate, or permit to be incorporated, Prior Inventions in any Company-Related Development without the Company’s prior written consent (from a duly authorized member of the Board).

(iii) This Agreement does not obligate the Executive to assign to the Company any Development which, in the sole judgment of the Company reasonably exercised, was or is developed entirely on the Executive’s own time and does not relate to the business efforts or research and development efforts in which, during the period of the Executive’s employment (or other relationship) with the Company, the Company actually is engaged or reasonably would be engaged, and does not result from the use of premises or equipment owned or leased by the Company. However, the Executive will also promptly disclose to the Company any such Developments for the purpose of determining whether they qualify for such exclusion. The Executive understands that, to the extent this Agreement is required to be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this Section 7 will be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. The Executive also hereby waives all claims to any moral rights or other special rights which the Executive may have or accrue in any Company-Related Developments.

(iv) Both during and after the Executive’s employment with the Company, the Executive will cooperate fully with the Company with respect to the procurement, maintenance and enforcement of Intellectual Property Rights in Company-Related Developments. The Executive will sign, both during and after the Term, all papers, including without limitation copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development. If the Company is unable, after reasonable effort, to secure the Executive’s signature on any such papers, the Executive hereby irrevocably designates and appoints each officer of the Company and the Chairman of the Board as the Executive’s agent and attorney-in-fact to execute any such papers on the Executive’s behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development.

(e) Non-Competition.

(i) During the Executive's employment with the Company and during the twenty-four (24) month period immediately after the termination of such employment (regardless of the reason for the termination, and regardless of whether such termination is by the Executive or the Company) (the "**Non-Competition Period**"), the Executive shall not (without the prior written consent of the Company, in writing signed by a duly authorized representative of the Board), directly or indirectly, whether on the Executive's own behalf or on behalf of any person or entity, whether as an owner, partner, shareholder, consultant, agent, employee, director, advisor, volunteer, co-venturer or otherwise, engage, participate, assist or invest in, or be employed or engaged with or by any person or entity engaged in, any Competing Business (as hereinafter defined).

(ii) For purpose of the foregoing, a person or entity is or is engaged in a "**Competing Business**" is if he/she or it is engaged (or actively seeking or planning to engage) in any way in the business of developing, manufacturing, producing, offering, selling, marketing, providing, distributing, performing, licensing, supporting, or soliciting business for (A) automated lending services through loan analytics, risk-based pricing, risk modeling and/or automated decision technology, and/or (B) any product, service or system that is competitive with, the same as, similar to, performs, serves or provides a similar function as, or can be used as a reasonable or competitive substitute or replacement for, any product, service or system offered, sold, provided, marketed, distributed, developed, manufactured, produced, performed, supported, licensed, or that is being developed or is the subject of active planning by the Company at any time during my employment with the Company (each a "**Competitive Product or Service**")

(iii) The foregoing restrictions under this Section 7(e) shall be limited to (A) the United States and (B) those foreign countries in which the Company (itself or through its subsidiaries, affiliates or related entities) develops, produces, manufactures, performs, provides, sell or solicits business for its products, services or systems at any time during the Executive's employment with the Company. Nothing herein shall preclude the Executive from owning up to one percent (1%) of the outstanding stock of a publicly held corporation which is engaged in a Competing Business.

(f) Non-Solicitation. During the Executive's employment with the Company and during the twenty-four (24) month period immediately after the termination of such employment (regardless of the reason for the termination, and regardless of whether such termination is by the Executive or the Company) (the "**Non-Solicitation Period**"), the Executive shall not (without the prior written consent of the Company, in writing signed by a duly authorized representative of the Board), directly or indirectly, whether on the Executive's own behalf or on behalf of any person or entity:

(i) (A) solicit, induce, encourage, persuade, or procure any customer, active prospective customer or supplier of the Company to terminate, reduce, postpone, not enter, divert, or otherwise modify adversely to the Company its business relationship or dealings with or patronage of the Company, or otherwise interfere with such customer's, prospect's or contracts, relationship or dealings with the Company, (B) contact or solicit any such customer, prospective customer or supplier of the Company in connection with a Competing Business and/or any Competitive Product or Service, or (C) sell, provide, perform, offer, accept or promote any service, product or system to any such customer or prospective customer of the Company that is a Competitive Product or Service or that otherwise competes with the Company or any of its products, services or systems; or

(ii) (A) hire, employ, engage or solicit for hire, employment or engagement any officer, director, executive, employee, consultant, contractor or agent of the Company (or any person who was employed or engaged by the Company at any time during the final six (6) months of the Executive's employment with the Company); or (B) solicit, induce, encourage, persuade or procure any employee, consultant, contractor, vendor, supplier, distributor or agent of the Company to cease, give up, terminate, limit, postpone, divert, reduce or not to commence or continue his/her or its employment, engagement, business, dealings, or other business relationship with the Company, or otherwise interfere with such person or entity's contract or business relationship with the Company.

(g) Third-Party Agreements and Rights. The Executive hereby confirms that the Executive is not bound by the terms of any agreement with any previous employer or other party that restricts in any way the Executive's use or disclosure of information or the Executive's engagement in any business in a manner that would interfere with or inhibit the Executive's ability to perform the Executive's duties to the Company. The Executive represents to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's proposed duties for the Company will not violate any obligations the Executive may have to any such previous employer or other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(h) Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall cooperate fully with the Company in (i) the defense or prosecution of any claims or actions now in existence or that may be brought in the future against or on behalf of the Company that relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive's full cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority that relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable, pre-approved out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section 7(h).

(i) Reasonableness of Restrictive Covenants. The Executive understands, acknowledges and agrees that he is being employed in a significant, senior and high-level position of the utmost trust and confidence; that his services to the Company are special, unique and of extraordinary value; and that, by virtue of his employment, position, duties and responsibilities, he will be provided with, have access to, learn, develop and use (all on the Company's behalf) the Company's trade secrets and its other Proprietary Information, has duties and responsibilities to develop, enhance and preserve the Company's customer and other business relationships and good will, and will derive significant personal value and opportunities by virtue of such information, employment, duties, responsibilities and access. The Executive further understands, acknowledges and agrees that the covenants, obligations and restrictions contained in Sections 7(a)-(f) (the "**Restrictive Covenants**") (i) are intended to protect the Company's legitimate business interests including, without limitation, its Proprietary Information, customer, employee and business relationships, and goodwill; and agrees that such obligations and restrictions (and the scope of precluded activities, geographic scope and duration thereof) are necessary, reasonable and appropriate for this purpose; (ii) were and are a material condition and inducement for the Company to employ the Executive, to enter into (and to perform the Company's obligations under) this Agreement and to provide the Executive with Proprietary Information; and (iii) are in consideration of and ancillary to the Company's agreement to provide the Executive with such Proprietary Information and of the Executive's employment with the Company under this Agreement and the additional good and valuable consideration and opportunities provided to the Executive as set forth in this Agreement.

(j) Enforcement; Injunctive Relief. The Executive also understands, acknowledges and agrees that (i) it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the Restrictive Covenants, that the Company would be irreparably harmed by such breach, and that, in any event, money damages would be an inadequate remedy for any such breach; (ii) without the restrictions set forth in the Restrictive Covenants, the Executive would be in a position to compete unfairly with the Company, and (iii) the Executive's education and experience are such that the restrictions set forth in the Restrictive Covenants will not interfere with the Executive's ability to earn a livelihood nor impose an undue or unreasonable hardship on the Executive. Accordingly, the Executive agrees and consents that, in addition to all other remedies (in law or equity, for monetary damages or otherwise), the Company shall be entitled to temporary, preliminary and permanent injunctive relief or other appropriate equitable relief to restrain or enjoin any such breach or threatened breach without showing or proving any actual damage to the Company; and that, notwithstanding anything to the contrary in Section 8 below, the Company may seek any such temporary, preliminary or permanent injunctive relief in and from a court of competent jurisdiction. In any such action to enforce any of the Continuing Obligations, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

(k) **Severability.** Each covenant, restriction, provision and sub-part of this Section 7 (including, without limitation each of sub-sections 7(a)-(f) and the sub-parts thereof) is and is intended to be a separate and severable covenant and restriction. If any covenant, restriction, portion or provision of this Section 7 shall to any extent be declared illegal or unenforceable by a court or arbitrator of competent jurisdiction, then it is the intention and the desire of the Parties that such covenant, restriction, portion or provision shall be severed from the remainder of this Agreement and the remainder of this Agreement and this Section 7, and the application of such covenant, restriction, portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and shall be valid, enforceable and enforced to the fullest extent permitted by law. In the event that any covenant, restriction, portion or provision of this Section 7 is determined by a court or arbitrator of competent jurisdiction to be unenforceable by reason of excessive duration, geographic scope, or scope of activities covered/prohibited, it is the intent of the Parties (and the Parties request) that such court or arbitrator shall (unless otherwise prohibited by law) modify or interpret such restriction, covenant, provision or portion so that it will be deemed to extend only over the maximum duration, geographic scope and scope of activities as to which it may be enforceable and shall be so enforced. It is the intent of the Parties that all of the covenants, restrictions, portions and provisions of this Section 7 shall be enforceable to the full extent permitted by applicable law.

(l) **Protected Disclosures and Other Protected Action; Defend Trade Secret Act Notice.** Nothing in this Agreement shall be interpreted or applied to prohibit the Executive from making any good faith report to any governmental agency or other governmental entity (a “**Government Agency**”) concerning any act or omission that the Executive reasonably believes constitutes a possible violation of federal or state law or making other disclosures that are protected under the anti-retaliation or whistleblower provisions of applicable federal or state law or regulation. In addition, nothing contained in this Agreement limits the Executive’s ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including the Executive’s ability to provide documents or other information, without notice to the Company. In addition, for the avoidance of doubt, pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law or under this Agreement or the Restrictive Covenant Agreement 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.

8. **Arbitration of Disputes.**

(a) **Arbitration Generally.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of the Executive’s employment, the terms and conditions of such employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination or retaliation, whether based on race, religion, national origin, sex, gender, age, disability, sexual orientation, or any other protected class under applicable law) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the

auspices of the JAMS in Austin, Texas in accordance with the JAMS Employment Arbitration Rules and Procedures (currently available at www.jamsadr.com/rules-employment-arbitration) (the “**JAMS Rules**”), including, but not limited to, the rules and procedures applicable to the selection of arbitrators. If any person or entity other than the Executive or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to (or compelled to) arbitration subject to such other person or entity’s consent or agreement. The Executive understands and agrees that the Executive may only bring claims in the Executive’s individual capacity, and not as a plaintiff or class member in any purported class or collective action or proceeding or any purported representative action proceeding. The Executive further understands and agrees that, by signing this Agreement, the Company and the Executive are waiving and giving up any right they may have to a jury trial on all claims they may have against each other. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 8 shall be specifically enforceable. Notwithstanding the foregoing, this Section 8 shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate including, without limitation, relief sought under Section 7 or any of the other Continuing Obligations; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 8.

(b) Arbitration Fees and Costs. If the Executive initiates a claim in arbitration, the Executive shall be required to pay any applicable initial arbitration filing fee which, if such arbitration is administered by JAMS, shall be to the extent provided by the JAMS Rules (and include the JAMS initial case management fee); provided, however, such fees will be capped at the lesser of the applicable fees required under the JAMS Rules or the amount the Executive would have been charged by a court in the Executive’s state of residence to file a judicial complaint for the same claims in court. The Company shall be responsible for any employer/Company filing or case management fee (including any remaining balance of the individual/employee filing/case management fee above the cap) and any other fees or costs charged by JAMS and the arbitrator. However, to the extent permissible under law and following or as part of the arbitrator’s ruling on the matter, the arbitrator may rule that the arbitration fees and costs be distributed or apportioned in an alternative manner. Each party shall be entitled to be represented by their own independent attorneys in connection with any arbitration hereunder, and each party shall pay his/her or its own attorneys’ fees and costs; provided, however, if any party prevails on a statutory or contractual claim that affords the prevailing party attorneys’ fees or costs, the arbitrator may award reasonable attorneys’ fees and costs to the prevailing party to the extent permitted by law.

9. Consent to Jurisdiction. To the extent that any court action is permitted consistent with this Agreement, the parties hereby consent to the jurisdiction of the state courts of Texas and the United States District Court for the Western District of Texas. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

10. Indemnification. The Company and the Executive hereby agree to execute the Company's standard indemnification agreement for senior executives.

11. Integration. Except as otherwise provided, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes in all respects all prior agreements between the parties concerning the subject matter hereof (including, without limitation, compensation, severance pay and benefits) and supersedes in all respects all prior agreements between the parties concerning the subject matter hereof, provided that the Equity Documents, any indemnification agreement, and any other agreement relating to confidentiality, noncompetition, nonsolicitation or assignment of inventions shall not be superseded by this Agreement (including as provided in Section 7 above) and the Executive acknowledges and agrees that any such agreements remain in full force and effect.

12. Withholding; Tax Effect. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law. Nothing in this Agreement shall be construed to require the Company to make any payments to compensate the Executive for any adverse tax effect or consequences associated with any payments or benefits or for any deduction or withholding from any payment or benefit.

13. 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.

14. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

15. Waiver. No waiver of any provision hereof 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, 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. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board. During the Term, any notice, requests, demand and other communications to the Executive shall be sufficient if in writing and delivered via email to the Executive's applicable Company email address.

17. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

18. Effect on Other Plans and Agreements. An election by the Executive to resign for Good Reason under the provisions of this Agreement shall not be deemed a voluntary termination of employment by the Executive for the purpose of interpreting the provisions of any of the Company's benefit plans, programs or policies. Nothing in this Agreement shall be construed to limit the rights of the Executive under the Company's benefit plans, programs or policies except as otherwise provided in Section 7 hereof, and except that the Executive shall have no rights to any severance benefits under any Company severance pay plan, offer letter or otherwise. In the event that the Executive is party to an agreement with the Company providing for payments or benefits under such plan or agreement and under this Agreement, the terms of this Agreement shall govern and the Executive may receive payment under this Agreement only and not both. Further, Section 4 and Section 5 of this Agreement are mutually exclusive and in no event shall the Executive be entitled to payments or benefits pursuant to Section 4 and Section 5 of this Agreement.

19. Governing Law. This is a Texas contract and shall be construed under and be governed in all respects by the laws of the State of Texas, without giving effect to the conflict of laws principles of such State. With respect to any disputes concerning federal law, such disputes shall be determined in accordance with the law as it would be interpreted and applied by the United States Court of Appeals for the Fifth Circuit.

20. Assignment. Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company may assign its rights and obligations under this Agreement without the Executive's consent to any affiliate or to any person or entity with whom the Company shall hereafter effect a reorganization, consolidate with, or merge into or to whom it transfers all or substantially all of its properties or assets; provided further that if the Executive remains employed or becomes employed by the Company, the purchaser or any of their affiliates in connection with any such transaction or event, then the Executive shall not be entitled to any Severance Pay and Benefits pursuant to Section 4 or any Change in Control Payment and Benefits pursuant to Section 5. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of the Executive's and the Company's respective successors, executors, administrators, heirs and permitted assigns.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

22. Gender Neutral. Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

Signature Page(s) Follows.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the Effective Date.

OPEN LENDING CORPORATION

By: /s/ John Flynn

Its: Chairman of the Board and Chief Executive Officer

EXECUTIVE

/s/ Ross Jessup

Ross Jessup

Exhibit A

To: **Open Lending Corporation**

From: Ross Jessup (the "Executive")

Date: August 28, 2020

SUBJECT: **Prior Inventions**

The following is a complete list of all inventions or improvements relevant to the subject matter of the Executive's employment by the Company that have been made or conceived or first reduced to practice by the Executive alone or jointly with others prior to the Executive's engagement, employment or other service relationship by the Company and/or its predecessors (including Open Lending LLC):

No inventions or improvements

See below:

Additional sheets attached

The following is a list of all patents and patent applications in which the Executive has been named as an inventor:

None

See below:

EMPLOYMENT AGREEMENT

This Employment Agreement (“**Agreement**”) is made by and between Open Lending Corporation, a Delaware corporation (the “**Company**”), and John Flynn (the “**Executive**”), and is effective as of August 28, 2020 (the “**Effective Date**”).

WHEREAS, effective as of the Effective Date, the parties intend this Agreement to replace in all respects any other prior agreements between the Executive and the Company regarding the subject matter herein, including without limitation any offer letter, employment agreement or severance agreement; and

WHEREAS, the Company desires to continue to employ the Executive and the Executive desires to continue to be employed by the Company on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment.

(a) Term. The Company shall continue to employ the Executive and the Executive shall continue to be employed by the Company pursuant to this Agreement commencing as of the Effective Date and continuing until such employment is terminated in accordance with the provisions hereof (the “**Term**”). The Executive’s employment with the Company will continue to be “at will,” meaning that the Executive’s employment may be terminated by the Company or the Executive at any time and for any reason subject to the terms of this Agreement.

(b) Position and Duties. During the Term, the Executive shall serve as the Chairman and Chief Executive Officer of the Company, and shall have such powers and duties as may from time to time be prescribed by the Board of Directors of the Company (the “**Board**”), provided that such duties are consistent with the Executive’s position or other positions that the Executive may hold from time to time. The Executive shall devote the Executive’s full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may serve on other boards of directors, with the prior written approval of the Board, or engage in religious, charitable or other community activities as long as such services and activities are disclosed to the Board and do not materially interfere with the Executive’s performance of the Executive’s duties or obligations to the Company (whether under this Agreement, the Restrictive Covenant, any other agreement, applicable law or otherwise). To the extent applicable, the Executive shall be deemed to have resigned from all officer and board members positions that the Executive holds with the Company or any of its respective subsidiaries and affiliates upon the termination of the Executive’s employment for any reason and by which ever party. The Executive shall execute any documents in reasonable form as may be requested by the Company to confirm or effectuate any such resignations.

2. Compensation and Related Matters.

(a) Base Salary. The Executive's initial base salary rate shall be based on the annualized rate of \$500,000 per annum. The Executive's base salary may be subject to periodic review by the Board or the Compensation Committee of the Board (the "**Compensation Committee**"). The Executive's base salary in effect at any given time is referred to herein as "**Base Salary**." The Base Salary shall be payable in a manner that is consistent with the Company's usual payroll practices and schedule for senior executives.

(b) Incentive Compensation. Commencing in fiscal year 2021, the Executive shall be eligible to receive cash incentive compensation as determined by the Board or the Compensation Committee in its discretion. The Executive's target annual incentive compensation for fiscal year 2021 shall be eighty percent (80%) of the Executive's Base Salary. The Executive's target annual incentive for future fiscal years shall be in such percentage as determined from time to time by the Board or Compensation Committee in its discretion (Executive's target annual incentive as the same may be adjusted from year to year shall be referred to herein as, the "**Target Incentive Compensation**"). The actual amount of the Executive's annual incentive compensation, if any, shall be determined in the sole discretion of the Board or the Compensation Committee, subject to the terms of any applicable incentive compensation plan that may be in effect from time to time. Except as otherwise provided herein or in any applicable incentive compensation plan, to earn any incentive compensation in respect of a given calendar year, the Executive must be employed by the Company in good standing on the day such incentive compensation is paid. Subject to the foregoing, annual incentive compensation in respect of a given calendar year shall be paid to the Executive no later than March 15 of the year following the year to which such annual incentive compensation relates.

(c) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executive officers.

(d) Other Benefits. During the Term, the Executive shall be eligible to participate in or receive benefits under the Company's employee benefit plans in effect from time to time, subject to the terms and conditions of such plans. The Company's employee benefit plans may be modified or terminated at any time in the Company's sole discretion.

(e) Paid Time Off. The Executive shall be entitled to paid time-off in accordance with the Company's applicable paid time off/paid vacation policy for executives, as may be in effect and/or which may be modified or adjusted from time to time. The Executive shall also be entitled to all paid holidays given by the Company to its executives. Unless otherwise required by applicable Company policy or applicable law, any accrued unused vacation days or paid time off remaining at the end of a given year or when the Executive's employment terminates shall be forfeited and not paid out.

(f) Long-Term Incentive Compensation. Commencing in fiscal year 2021, the Executive will be eligible for long-term incentive awards commensurate with the Executive's position and performance, in the discretion of the Board or the Compensation Committee (an "**LTI Award**"). The Executive's annual long-term incentive target award amount for the fiscal year 2021 will be \$1,750,000. Subject to the approval of the Board or the Compensation Committee, the Company will grant such LTI Award to the Executive in the form of restricted stock units, of which (a) 40% will vest ratably over four (4) years from the grant date ("**Time-Based RSUs**"), and (b) 60% will vest subject to the achievement of certain performance criteria over a 3-year performance period ("**Performance-Based RSUs**"), as determined by the Board or the Compensation Committee in its discretion. The Time-Based RSUs and Performance-Based RSUs shall be subject to the provisions of the Company's 2020 Stock Option and Incentive Plan and the applicable restricted stock unit agreements (each, a "**RSU Agreement**"), including but not limited to the vesting schedule or conditions (including any applicable performance metrics), acceleration provisions and employment termination provisions of the Plan and the RSU Agreement. The Plan and the RSU Agreement(s) are referred collectively to as the "**Equity Documents**." The size, type, and terms of any future LTI Award shall be determined by the Board or the Compensation Committee in its discretion.

3. Termination. During the Term, the Executive's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) Death. The Executive's employment hereunder shall terminate upon the Executive's death.

(b) Disability. The Company may terminate the Executive's employment if the executive experiences a Disability. For purposes of this Agreement, "**Disability**" shall mean he is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of 120 days (which need not be consecutive) in any 12-month period. If any question shall arise as to whether, during any period, the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall, for the purposes of this Agreement, be deemed to be conclusive of the issue. The Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of whether the Executive is disabled shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*

(c) Termination by Company for Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean any of the following: (i) conduct by the Executive constituting a material act of misconduct in connection with the performance of the Executive's duties, including, without limitation, (A) willful failure or refusal to perform material responsibilities that have been requested by the Board, (B) dishonesty to the Board, with respect to any material matter, or (C) misappropriation of funds or property of the Company or any of its subsidiaries or affiliates other than the occasional, customary and *de minimis* use of Company property for personal purposes; (ii) the commission by the Executive of, or plea of guilty or no lo contendere to, (A) any felony or (B) a misdemeanor involving moral turpitude, deceit, dishonesty or fraud; (iii) any conduct by the Executive, regardless of whether or not in the course of the Executive's employment, that would reasonably be expected to result in material injury or material reputational harm to the Company or any of its subsidiaries and affiliates if the Executive were to continue to be employed in the Executive's position; (iv) continued unsatisfactory performance or non-performance by the Executive of the Executive's duties hereunder (other than by reason of the Executive's physical or mental illness, incapacity or Disability) that has continued for more than 30 days following written notice of such unsatisfactory performance or non-performance from the Board; (v) a breach by the Executive of any of the provisions contained in Section 7 of this Agreement, the Restrictive Covenants Agreement (as defined below) or any other Continuing Obligations (as defined below); (vi) a breach by the Executive of any fiduciary duty and/or duty of loyalty to the Company or any of its subsidiaries or affiliates; (vii) a material violation by the Executive of the Company's written employment policies (including, but not limited to, any violation of any written equal employment opportunity policy or any written policy prohibiting discrimination, harassment or retaliation) or corporate governance policies; or (viii) the Executive's failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

(d) Termination by the Company Without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement that does not constitute a termination for Cause under Section 3(c) and does not result from the death or Disability of the Executive under Section 3(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate the Executive's employment hereunder at any time for any reason including, but not limited to, Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Executive has complied with and completed all steps of the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events without the Executive's consent (each a "Good Reason Condition"): (i) a material diminution in the Executive's responsibilities, authority or duties; (ii) a material diminution in the Executive's Base Salary, except for across-the-board salary reductions based on the

Company's financial performance similarly affecting all or substantially all senior management employees of the Company; (iii) a requirement that the Executive work primarily from an office or geographic location that is beyond a 50 mile radius from the office or geographic location at which the Executive primarily provides services to the Company; or (iv) a material breach of this Agreement by the Company.

The "**Good Reason Process**" means and consists of the following steps: (i) the Executive reasonably determines in good faith that a Good Reason Condition has occurred; (ii) the Executive notifies the Company in writing of the first occurrence of the Good Reason Condition within 60 days of Executive learning of the first occurrence of such condition; (iii) the Executive cooperates in good faith with the Company's efforts, for a period of not less than 30 days following such notice (the "**Cure Period**"), to remedy the Good Reason Condition; (iv) notwithstanding such efforts, the Good Reason Condition continues to exist; and (v) the Executive terminates the Executive's employment within 30 days after the end of the Cure Period. If the Company cures the Good Reason Condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(f) **Notice of Termination.** Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "**Notice of Termination**" shall mean a notice that shall indicate the specific termination provision in this Agreement being relied upon.

(g) **Date of Termination.** "**Date of Termination**" shall mean: (i) if the Executive's employment is terminated due to the Executive's death, the date of the Executive's death; (ii) if the Executive's employment is terminated on account of Disability under Section 3(b) or by the Company for Cause under Section 3(c), the date on which Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company without Cause under Section 3(d), 30 days after the date on which a Notice of Termination is given or the date specified by the Company in the Notice of Termination provided it is more than 30 days after the date on which the Notice of Termination is given; (iv) if the Executive's employment is terminated by the Executive under Section 3(e) other than for Good Reason, 30 days after the date on which a Notice of Termination is given; and (v) if the Executive's employment is terminated by the Executive under Section 3(e) for Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in or constitute a termination by the Company for purposes of this Agreement; provided, however, that in such event, the Company shall continue to pay the Executive his Base Salary for such 30-day period in lieu of the Executive's active employment during such period (or any portion thereof as determined by the Company).

4. Compensation Upon Termination.

(a) Termination Generally. If the Executive's employment with the Company is terminated for any reason and by whichever party, the Company shall pay or provide to the Executive (or to the Executive's authorized representative or estate) (i) any Base Salary earned but not yet paid through the Date of Termination; (ii) unpaid expense reimbursements (subject to, and in accordance with, Section 2(c) of this Agreement); and (iii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the "**Accrued Benefits**").

(b) Executive's Death or Termination by Company as a Result of Executive's Disability. If the Executive dies or the Executive's employment hereunder is terminated by Company as a result of the Executive's Disability, then, in addition to the Accrued Benefits, the Executive shall be entitled to a pro rata portion of the Executive's Target Incentive Compensation set forth in Section 2(b) hereof, based upon the number of days the Executive was employed during the Company's fiscal year for which such Target Incentive Compensation is computed, to the extent the goals applicable to such Target Incentive Compensation are actually met for the fiscal year in question, which shall be payable at the same time such Target Incentive Compensation would have been paid under Section 2(b) hereof.

(c) Termination by the Company without Cause or by the Executive for Good Reason Outside the Change in Control Period. During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 3(d), or the Executive terminates the Executive's employment for Good Reason as provided in Section 3(e), each outside the Change in Control Period (as defined below), then, in addition to the Accrued Benefits, and subject to (i) the Executive signing, not revoking and complying with a separation agreement, in a form and manner satisfactory to the Company, which shall include, among other provisions, a general release of claims against the Company and all related persons and entities, confidentiality, return of property and non-disparagement obligations, a reaffirmation of all of the Executive's Continuing Obligations (as defined below), and shall provide that if the Executive breaches any of the Continuing Obligations, all payments of the Severance Amount (as defined below) shall immediately cease (the "**Separation Agreement and Release**") and (ii) the Separation Agreement and Release becoming effective and irrevocable, all within 60 days after the Date of Termination (or such shorter period as set forth in the Separation Agreement and Release), the Company will pay or provide (as applicable) the following (collectively, the "**Severance Pay and Benefits**"):

(i) the Company shall pay the Executive an amount equal to twenty-four (24) months of the Executive's Base Salary (the "**Severance Amount**"). Notwithstanding the foregoing, if the Executive breaches any of the Continuing Obligations (as defined below), all payments of the Severance Amount may be terminated by the Company without affecting the other provisions of the Separation Agreement and Release; and

(ii) if the Executive was participating in the Company's group health, dental and/or vision plans immediately prior to the Date of Termination and properly elects to continue health coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), then, subject to the Executive's copayment of the premium amounts at the applicable active employees' rate, the Company shall pay to the group health plan provider, the COBRA provider or the Executive a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company until the earliest of the following: (i) the eighteen-month anniversary of the Date of Termination; (ii) the Executive's eligibility for group medical plan benefits under any other employer's group medical plan or otherwise through other employment; or (iii) the cessation of the Executive's continuation coverage rights under COBRA. Notwithstanding the foregoing, if the Company determines at any time that its payments pursuant to this paragraph may be taxable income to the Executive or that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company may convert such payments to payroll payments directly to the Executive for the time period specified above; and such payments shall be subject to tax-related deductions and withholdings and shall be paid on the Company's regular payroll dates. Any other premiums or costs of COBRA continuation coverage not provided above (including, without limitation, for any COBRA coverage after the time period set forth above) shall be at the sole expense of the Executive.

(iii) The amounts payable under this Section 4(c) shall be paid out in substantially equal installments in accordance with the Company's payroll practice over twelve (12) months commencing within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount shall begin to be paid in the second calendar year by the last day of such 60-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. The Company shall pay the amounts contemplated by Section 4(c)(ii) each month at the time the Company normally pays the Company's group health provider on behalf of its remaining active employees, except as otherwise provided in Section 4(c)(ii) if such payments are made directly to the Employee. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

5. Change in Control Payment and Benefits. The provisions of this Section 5 set forth certain terms of an agreement reached between the Executive and the Company regarding the Executive's rights and obligations upon the occurrence of a Change in Control of the Company. These provisions are intended to assure and encourage in advance the Executive's continued attention and dedication to the Executive's assigned duties and the Executive's objectivity during the pendency and after the occurrence of any such event. The provisions of this Section 5 shall apply in lieu of, and expressly supersede, the provisions of Section 4(c) if (i) the Executive's employment is terminated either by the Company without Cause as provided in Section 3(d) or by the Executive for Good Reason as provided in Section 3(e) and (ii) the Date of

Termination occurs upon, immediately prior to or within twelve (12) months after the occurrence of the first event constituting a Change in Control (such period, the “**Change in Control Period**”). These provisions shall terminate and be of no further force or effect immediately after the end of the Change in Control Period.

(a) **Change in Control.** During the Term, if the Executive’s employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates the Executive’s employment for Good Reason as provided in Section 3(e) and in each case the Date of Termination occurs during the Change in Control Period, then, in addition to the Accrued Benefits, and subject to the Executive signing, not revoking and complying with the Separation Agreement and Release and the Separation Agreement and Release becoming irrevocable, all within 60 days after the Date of Termination, the Company will pay or provide (as applicable) the following (collectively, the “**Change in Control Payment and Benefits**”):

(i) the Company shall pay the Executive a lump sum in cash in an amount equal to one and a half (1.5) times the sum of (A) the Executive’s then current Base Salary (or the Executive’s Base Salary in effect immediately prior to the Change in Control, if higher) plus (B) the Executive’s Target Incentive Compensation for the then-current year (or the Executive’s Target Incentive Compensation in effect immediately prior to the Change in Control, if higher); and

(ii) if the Executive was participating in the Company’s group health, dental and/or vision plans immediately prior to the Date of Termination and properly elects to continue health coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“**COBRA**”), then, subject to the Executive’s copayment of premium amounts at the applicable active employee’s rate, the Company shall pay to the group health plan provider, the COBRA provider or the Executive a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company until the earliest of the following: (i) the eighteen (18) month anniversary of the Date of Termination; (ii) the Executive’s eligibility for group medical plan benefits under any other employer’s group medical plan or otherwise through other employment; or (iii) the cessation of the Executive’s continuation coverage rights under COBRA. Notwithstanding the foregoing, if the Company determines at any time that its payments pursuant to this paragraph may be taxable income to the Executive or that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company may convert such payments to payroll payments directly to the Executive for the time period specified above; and such payments shall be subject to tax-related deductions and withholdings and shall be paid on the Company’s regular payroll dates. Any other premiums or costs of COBRA continuation coverage not provided above (including, without limitation, for any COBRA coverage after the time period set forth above) shall be at the sole expense of the Executive.

(iii) The amounts payable under this Section 5(a) shall be paid or commence to be paid within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, such payment shall be paid or commence to be paid in the second calendar year by the last day of such 60-day period.

(b) Additional Limitation.

(i) Notwithstanding anything in this Agreement to the contrary, if the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code and the applicable regulations thereunder (the “**Aggregate Payments**”), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be \$1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A- 24(b) or (c).

(ii) For purposes of this Section 5(b), the “**After Tax Amount**” means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive’s receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes that could be obtained from deduction of such state and local taxes.

(iii) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 5(b)(i) shall be made by a nationally recognized accounting firm selected by the Company (the “**Accounting Firm**”), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive, absent manifest error or omission.

(c) Definitions. For purposes of this Section 5, the term “**Change in Control**” shall mean a “Sale Event” as defined in the Company’s 2020 Stock Option and Incentive Plan.

6. Section 409A.

(a) Notwithstanding anything in this Agreement to the contrary, if at the time of the Executive’s separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive’s separation from service would be considered deferred compensation otherwise subject to the twenty percent (20%) 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, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive’s separation from service, or (B) the 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.

(b) 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 (except for any lifetime or other aggregate limitation applicable to medical expenses). This right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes “non-qualified deferred compensation” under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive’s termination of employment, then such payments or benefits shall be payable only upon the Executive’s “separation from service.” The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). 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.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

7. **Restrictive Covenants and Continuing Obligations.** For purposes of this Section 7, unless otherwise expressly indicated, references to the Company shall include, individually and collectively, the Company, its subsidiaries and affiliates, and its and their predecessors (including Open Lending, LLC), successors and assigns. For purposes of this Agreement, the Executive's obligations, covenants and restrictions in this Section 7 and those that arise in any other agreement relating to (or containing provisions relating to) confidentiality, assignment of inventions, non-competition, non-solicitation and/or any other restrictive covenants, and/or that arise, under applicable law, shall collectively be referred to as the "**Continuing Obligations.**" For avoidance of doubt, this Section 7 is in addition to and supplements (and is supplemented by) and does not supersede or limit (and is not superseded or limited by) any such other agreements and Continuing Obligations; provided, however, this Section 7 shall be deemed to fully amend and restate (and thereby supersede and replace) that certain Employee Confidentiality & Non-Competition Agreement, dated [Date], by and between the Executive and Open Lending, LLC.

(a) **Proprietary Information.** The Executive acknowledges, understands and agrees that, in the course of the Executive's employment he will be informed of, provided with, utilize on the Company's behalf, develop and will have access to information concerning the Company and its businesses, customers, business relationships, plans, technology, trade secrets, and financial, business and legal affairs which the Company has not released to the general public, is not generally known to the public or in the industry, has been and will be developed by the Company at great expense, is a valuable competitive asset of the Company, constitutes a "trade secret" under applicable law and/or the disclosure of which or use of which (other than for the benefit of the Company) could result in a competitive disadvantage to the Company or otherwise could negatively affect the Company (collectively, "**Proprietary Information**"). The Executive understands that all Proprietary Information (and all materials that constitute, comprise or contain such information) is and will be the exclusive property of the Company. By way of illustration and not limitation, Proprietary Information includes such information and materials regarding or constituting: (i) *corporate, legal and financial information*, including plans, strategies, developments, methods, policies, resolutions, negotiations, contracts, litigation, claims, performance data, debt arrangements, equity structure, investors and holdings, and purchasing, pricing and sales data; (ii) *customer and client information*, including prices, terms and conditions of the

Company's arrangements or contracts with its clients and customers, the identities, needs, preferences and requirements of the Company's clients and customers and their use of the Company's systems, products and/or services, the nature, extent and particulars of the business dealings between the Company and its clients and customers, client and customer lists and contact information, and any other information provided to the Company by its clients and customers under obligation of confidentiality; (iii) *marketing and performance information*, including strategies, methods, pricing policies and price lists, cost and performance data, financial results, planning data, customers, clients and prospects contacts, lists and preferences, referral sources and information, vendor and supplier lists, contacts and preferences, and market or sales analyses, projections, reports, or forecasts; (iv) *operational, technological, product and service information*, including plans, specifications, manuals, forms, templates, software, source code, object code, designs, research, developments, methods, procedures, formulas, algorithms, discoveries, inventions, improvements, intellectual property, innovations, concepts, ideas, and system, product and/or service specifications, features, advantages, disadvantages and/or limitations; and (v) *personnel information*, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure, performance evaluations and termination arrangements or documents. Proprietary Information also includes (x) any and all information received in confidence by the Company from its clients, customers, distributors or suppliers or other third parties; (y) any and all information which the Company instructs the Executive to keep confidential and/or not to discuss with or disclose to anyone outside the Company (including customers); and (z) any and all information received in confidence by the Company from its customers or suppliers or other third parties. Notwithstanding the foregoing, Proprietary Information does not include any information that is in the public domain, unless due to breach of the Executive's duties and restrictions under this Section 7 hereof or otherwise owing to the Company.

(b) Confidentiality. The Executive understands, acknowledges and agrees that the Executive's employment creates a relationship of confidence and trust between the Executive and the Company with respect to all Proprietary Information; and that the Company is hereby agreeing to provide the Executive with access Proprietary Information as and in consideration of the Executive's agreement to the Executive's restrictions, covenants and obligations under this Section 7. At all times, both during and after the Executive's employment with the Company, the Executive will keep in confidence and trust all such Proprietary Information, and will not use or disclose any such Proprietary Information without the written consent of the Board, except as may be authorized by the Board or necessary in the ordinary course of performing the Executive's duties for the Company or as may be required by law or legal process. The Executive agrees to take reasonable security measures to prevent accidental or unauthorized use or disclosure of Proprietary Information.

(c) Documents, Records, and Other Company Property. All documents, records, files, data, computer files, software, all copies of the foregoing (in any form or format, whether hard-copy, electronic, digital or otherwise), apparatus, computers, cell phones, tablets, personal data assistants (PDAs) and similar devices, equipment, keys, access cards, credit cards, and other physical property, whether or not pertaining to,

constituting or containing Proprietary Information, which are furnished to the Executive by the Company, to which the Executive otherwise has access, or which are produced by the Executive in connection with the Executive's employment are, will be and remain the sole property of the Company. The Executive will return to the Company all such materials and property (and all copies) as and when requested by the Company. In any event, the Executive will return all such materials and property in the Executive's possession, custody or control immediately upon any termination of the Executive's employment for any reason (whether terminated by the Company or the Executive). The Executive will not retain with the Executive any such material or property or any copies thereof after such termination except as expressly authorized by the Company in writing (signed by a duly authorized representative of the Board).

(d) Ownership and Assignment of Inventions and Developments.

(i) The Executive has made and will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, processes, modifications, improvements, algorithms, software code, databases, computer programs, formulae, techniques, trade secrets, graphics or images, audio or visual works, and other works of authorship (collectively "**Developments**"), whether or not patentable or copyrightable, created, made, conceived or reduced to practice by the Executive (alone or jointly with others) or under the Executive's direction during the Executive's employment with the Company (whether under this Agreement or any other prior or subsequent employment with the Company). The Executive acknowledges that all work performed by the Executive during his/her employment or any other service relationship with the Company has been, is and will be on a "work for hire" basis, and the Executive has assigned and hereby does assign and transfer (and to the extent any such assignment cannot be made at present, will and assign and transfer) to the Company, its successors and assigns, all of the Executive's right, title and interest in all Developments described above, that (A) relate to the business of the Company or any of the products, systems or services being researched, developed, manufactured, marketed, provided or sold by the Company or which may be used with such products, systems or services; or (B) result from tasks assigned or delegated to the Executive by the Company; or (C) result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company ("**Company-Related Developments**"), and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights in all countries and territories worldwide and under any international conventions ("**Intellectual Property Rights**").

(ii) To preclude any possible uncertainty, the Executive has set forth on Exhibit A a complete list of Developments that the Executive has, alone or jointly with others, conceived, developed or reduced to practice prior to the commencement of the Executive's employment or other service relationship with the Company that the Executive considers to be the Executive's property or the property of third parties and that the Executive wishes to have excluded from the scope of this Agreement ("**Prior Inventions**"). If disclosure of any such Prior Inventions would cause the Executive to violate any prior confidentiality agreement, the Executive understands that the Executive

is not to list such Prior Inventions in Exhibit A but is only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. The Executive has also listed on Exhibit A all patents and patent applications in which the Executive is named as an inventor, other than those which have been assigned to the Company (“**Other Patent Rights**”). If no such disclosure is attached, the Executive represents that there are no Prior Inventions or Other Patent Rights. If, in the course of the Executive’s employment with the Company, the Executive has incorporated or incorporates a Prior Invention into a Company product, process or machine or other work done for the Company, the Executive hereby grants to the Company a nonexclusive, royalty-free, paid-up, irrevocable, worldwide license (with the full right to sublicense) to make, have made, modify, use, sell, offer for sale and import such Prior Invention. Notwithstanding the foregoing, the Executive will not incorporate, or permit to be incorporated, Prior Inventions in any Company-Related Development without the Company’s prior written consent (from a duly authorized member of the Board).

(iii) This Agreement does not obligate the Executive to assign to the Company any Development which, in the sole judgment of the Company reasonably exercised, was or is developed entirely on the Executive’s own time and does not relate to the business efforts or research and development efforts in which, during the period of the Executive’s employment (or other relationship) with the Company, the Company actually is engaged or reasonably would be engaged, and does not result from the use of premises or equipment owned or leased by the Company. However, the Executive will also promptly disclose to the Company any such Developments for the purpose of determining whether they qualify for such exclusion. The Executive understands that, to the extent this Agreement is required to be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this Section 7 will be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. The Executive also hereby waives all claims to any moral rights or other special rights which the Executive may have or accrue in any Company-Related Developments.

(iv) Both during and after the Executive’s employment with the Company, the Executive will cooperate fully with the Company with respect to the procurement, maintenance and enforcement of Intellectual Property Rights in Company-Related Developments. The Executive will sign, both during and after the Term, all papers, including without limitation copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development. If the Company is unable, after reasonable effort, to secure the Executive’s signature on any such papers, the Executive hereby irrevocably designates and appoints each officer of the Company and the Chairman of the Board as the Executive’s agent and attorney-in-fact to execute any such papers on the Executive’s behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development.

(e) Non-Competition.

(i) During the Executive's employment with the Company and during the twenty-four (24) month period immediately after the termination of such employment (regardless of the reason for the termination, and regardless of whether such termination is by the Executive or the Company) (the "**Non-Competition Period**"), the Executive shall not (without the prior written consent of the Company, in writing signed by a duly authorized representative of the Board), directly or indirectly, whether on the Executive's own behalf or on behalf of any person or entity, whether as an owner, partner, shareholder, consultant, agent, employee, director, advisor, volunteer, co-venturer or otherwise, engage, participate, assist or invest in, or be employed or engaged with or by any person or entity engaged in, any Competing Business (as hereinafter defined).

(ii) For purpose of the foregoing, a person or entity is or is engaged in a "**Competing Business**" is if he/she or it is engaged (or actively seeking or planning to engage) in any way in the business of developing, manufacturing, producing, offering, selling, marketing, providing, distributing, performing, licensing, supporting, or soliciting business for (A) automated lending services through loan analytics, risk-based pricing, risk modeling and/or automated decision technology, and/or (B) any product, service or system that is competitive with, the same as, similar to, performs, serves or provides a similar function as, or can be used as a reasonable or competitive substitute or replacement for, any product, service or system offered, sold, provided, marketed, distributed, developed, manufactured, produced, performed, supported, licensed, or that is being developed or is the subject of active planning by the Company at any time during my employment with the Company (each a "**Competitive Product or Service**")

(iii) The foregoing restrictions under this Section 7(e) shall be limited to (A) the United States and (B) those foreign countries in which the Company (itself or through its subsidiaries, affiliates or related entities) develops, produces, manufactures, performs, provides, sell or solicits business for its products, services or systems at any time during the Executive's employment with the Company. Nothing herein shall preclude the Executive from owning up to one percent (1%) of the outstanding stock of a publicly held corporation which is engaged in a Competing Business.

(f) Non-Solicitation. During the Executive's employment with the Company and during the twenty-four (24) month period immediately after the termination of such employment (regardless of the reason for the termination, and regardless of whether such termination is by the Executive or the Company) (the "**Non-Solicitation Period**"), the Executive shall not (without the prior written consent of the Company, in writing signed by a duly authorized representative of the Board), directly or indirectly, whether on the Executive's own behalf or on behalf of any person or entity:

(i) (A) solicit, induce, encourage, persuade, or procure any customer, active prospective customer or supplier of the Company to terminate, reduce, postpone, not enter, divert, or otherwise modify adversely to the Company its business relationship or dealings with or patronage of the Company, or otherwise interfere with such customer's, prospect's or contracts, relationship or dealings with the Company, (B) contact or solicit any such customer, prospective customer or supplier of the Company in connection with a Competing Business and/or any Competitive Product or Service, or (C) sell, provide, perform, offer, accept or promote any service, product or system to any such customer or prospective customer of the Company that is a Competitive Product or Service or that otherwise competes with the Company or any of its products, services or systems; or

(ii) (A) hire, employ, engage or solicit for hire, employment or engagement any officer, director, executive, employee, consultant, contractor or agent of the Company (or any person who was employed or engaged by the Company at any time during the final six (6) months of the Executive's employment with the Company); or (B) solicit, induce, encourage, persuade or procure any employee, consultant, contractor, vendor, supplier, distributor or agent of the Company to cease, give up, terminate, limit, postpone, divert, reduce or not to commence or continue his/her or its employment, engagement, business, dealings, or other business relationship with the Company, or otherwise interfere with such person or entity's contract or business relationship with the Company.

(g) Third-Party Agreements and Rights. The Executive hereby confirms that the Executive is not bound by the terms of any agreement with any previous employer or other party that restricts in any way the Executive's use or disclosure of information or the Executive's engagement in any business in a manner that would interfere with or inhibit the Executive's ability to perform the Executive's duties to the Company. The Executive represents to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's proposed duties for the Company will not violate any obligations the Executive may have to any such previous employer or other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(h) Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall cooperate fully with the Company in (i) the defense or prosecution of any claims or actions now in existence or that may be brought in the future against or on behalf of the Company that relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive's full cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority that relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable, pre-approved out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section 7(h).

(i) Reasonableness of Restrictive Covenants. The Executive understands, acknowledges and agrees that he is being employed in a significant, senior and high-level position of the utmost trust and confidence; that his services to the Company are special, unique and of extraordinary value; and that, by virtue of his employment, position, duties and responsibilities, he will be provided with, have access to, learn, develop and use (all on the Company's behalf) the Company's trade secrets and its other Proprietary Information, has duties and responsibilities to develop, enhance and preserve the Company's customer and other business relationships and good will, and will derive significant personal value and opportunities by virtue of such information, employment, duties, responsibilities and access. The Executive further understands, acknowledges and agrees that the covenants, obligations and restrictions contained in Sections 7(a)-(f) (the "**Restrictive Covenants**") (i) are intended to protect the Company's legitimate business interests including, without limitation, its Proprietary Information, customer, employee and business relationships, and goodwill; and agrees that such obligations and restrictions (and the scope of precluded activities, geographic scope and duration thereof) are necessary, reasonable and appropriate for this purpose; (ii) were and are a material condition and inducement for the Company to employ the Executive, to enter into (and to perform the Company's obligations under) this Agreement and to provide the Executive with Proprietary Information; and (iii) are in consideration of and ancillary to the Company's agreement to provide the Executive with such Proprietary Information and of the Executive's employment with the Company under this Agreement and the additional good and valuable consideration and opportunities provided to the Executive as set forth in this Agreement.

(j) Enforcement; Injunctive Relief. The Executive also understands, acknowledges and agrees that (i) it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the Restrictive Covenants, that the Company would be irreparably harmed by such breach, and that, in any event, money damages would be an inadequate remedy for any such breach; (ii) without the restrictions set forth in the Restrictive Covenants, the Executive would be in a position to compete unfairly with the Company, and (iii) the Executive's education and experience are such that the restrictions set forth in the Restrictive Covenants will not interfere with the Executive's ability to earn a livelihood nor impose an undue or unreasonable hardship on the Executive. Accordingly, the Executive agrees and consents that, in addition to all other remedies (in law or equity, for monetary damages or otherwise), the Company shall be entitled to temporary, preliminary and permanent injunctive relief or other appropriate equitable relief to restrain or enjoin any such breach or threatened breach without showing or proving any actual damage to the Company; and that, notwithstanding anything to the contrary in Section 8 below, the Company may seek any such temporary, preliminary or permanent injunctive relief in and from a court of competent jurisdiction. In any such action to enforce any of the Continuing Obligations, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

(k) **Severability.** Each covenant, restriction, provision and sub-part of this Section 7 (including, without limitation each of sub-sections 7(a)-(f) and the sub-parts thereof) is and is intended to be a separate and severable covenant and restriction. If any covenant, restriction, portion or provision of this Section 7 shall to any extent be declared illegal or unenforceable by a court or arbitrator of competent jurisdiction, then it is the intention and the desire of the Parties that such covenant, restriction, portion or provision shall be severed from the remainder of this Agreement and the remainder of this Agreement and this Section 7, and the application of such covenant, restriction, portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and shall be valid, enforceable and enforced to the fullest extent permitted by law. In the event that any covenant, restriction, portion or provision of this Section 7 is determined by a court or arbitrator of competent jurisdiction to be unenforceable by reason of excessive duration, geographic scope, or scope of activities covered/prohibited, it is the intent of the Parties (and the Parties request) that such court or arbitrator shall (unless otherwise prohibited by law) modify or interpret such restriction, covenant, provision or portion so that it will be deemed to extend only over the maximum duration, geographic scope and scope of activities as to which it may be enforceable and shall be so enforced. It is the intent of the Parties that all of the covenants, restrictions, portions and provisions of this Section 7 shall be enforceable to the full extent permitted by applicable law.

(l) **Protected Disclosures and Other Protected Action; Defend Trade Secret Act Notice.** Nothing in this Agreement shall be interpreted or applied to prohibit the Executive from making any good faith report to any governmental agency or other governmental entity (a “**Government Agency**”) concerning any act or omission that the Executive reasonably believes constitutes a possible violation of federal or state law or making other disclosures that are protected under the anti-retaliation or whistleblower provisions of applicable federal or state law or regulation. In addition, nothing contained in this Agreement limits the Executive’s ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including the Executive’s ability to provide documents or other information, without notice to the Company. In addition, for the avoidance of doubt, pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law or under this Agreement or the Restrictive Covenant Agreement 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.

8. **Arbitration of Disputes.**

(a) **Arbitration Generally.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of the Executive’s employment, the terms and conditions of such employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination or retaliation, whether based on race, religion, national origin, sex, gender, age, disability, sexual orientation, or any other protected class under applicable law) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the

auspices of the JAMS in Austin, Texas in accordance with the JAMS Employment Arbitration Rules and Procedures (currently available at www.jamsadr.com/rules-employment-arbitration) (the “**JAMS Rules**”), including, but not limited to, the rules and procedures applicable to the selection of arbitrators. If any person or entity other than the Executive or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to (or compelled to) arbitration subject to such other person or entity’s consent or agreement. The Executive understands and agrees that the Executive may only bring claims in the Executive’s individual capacity, and not as a plaintiff or class member in any purported class or collective action or proceeding or any purported representative action proceeding. The Executive further understands and agrees that, by signing this Agreement, the Company and the Executive are waiving and giving up any right they may have to a jury trial on all claims they may have against each other. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 8 shall be specifically enforceable. Notwithstanding the foregoing, this Section 8 shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate including, without limitation, relief sought under Section 7 or any of the other Continuing Obligations; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 8.

(b) Arbitration Fees and Costs. If the Executive initiates a claim in arbitration, the Executive shall be required to pay any applicable initial arbitration filing fee which, if such arbitration is administered by JAMS, shall be to the extent provided by the JAMS Rules (and include the JAMS initial case management fee); provided, however, such fees will be capped at the lesser of the applicable fees required under the JAMS Rules or the amount the Executive would have been charged by a court in the Executive’s state of residence to file a judicial complaint for the same claims in court. The Company shall be responsible for any employer/Company filing or case management fee (including any remaining balance of the individual/employee filing/case management fee above the cap) and any other fees or costs charged by JAMS and the arbitrator. However, to the extent permissible under law and following or as part of the arbitrator’s ruling on the matter, the arbitrator may rule that the arbitration fees and costs be distributed or apportioned in an alternative manner. Each party shall be entitled to be represented by their own independent attorneys in connection with any arbitration hereunder, and each party shall pay his/her or its own attorneys’ fees and costs; provided, however, if any party prevails on a statutory or contractual claim that affords the prevailing party attorneys’ fees or costs, the arbitrator may award reasonable attorneys’ fees and costs to the prevailing party to the extent permitted by law.

9. Consent to Jurisdiction. To the extent that any court action is permitted consistent with this Agreement, the parties hereby consent to the jurisdiction of the state courts of Texas and the United States District Court for the Western District of Texas. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

10. Indemnification. The Company and the Executive hereby agree to execute the Company's standard indemnification agreement for senior executives.

11. Integration. Except as otherwise provided, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes in all respects all prior agreements between the parties concerning the subject matter hereof (including, without limitation, compensation, severance pay and benefits) and supersedes in all respects all prior agreements between the parties concerning the subject matter hereof, provided that the Equity Documents, any indemnification agreement, and any other agreement relating to confidentiality, noncompetition, nonsolicitation or assignment of inventions shall not be superseded by this Agreement (including as provided in Section 7 above) and the Executive acknowledges and agrees that any such agreements remain in full force and effect.

12. Withholding; Tax Effect. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law. Nothing in this Agreement shall be construed to require the Company to make any payments to compensate the Executive for any adverse tax effect or consequences associated with any payments or benefits or for any deduction or withholding from any payment or benefit.

13. 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.

14. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

15. Waiver. No waiver of any provision hereof 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, 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. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board. During the Term, any notice, requests, demand and other communications to the Executive shall be sufficient if in writing and delivered via email to the Executive's applicable Company email address.

17. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

18. Effect on Other Plans and Agreements. An election by the Executive to resign for Good Reason under the provisions of this Agreement shall not be deemed a voluntary termination of employment by the Executive for the purpose of interpreting the provisions of any of the Company's benefit plans, programs or policies. Nothing in this Agreement shall be construed to limit the rights of the Executive under the Company's benefit plans, programs or policies except as otherwise provided in Section 7 hereof, and except that the Executive shall have no rights to any severance benefits under any Company severance pay plan, offer letter or otherwise. In the event that the Executive is party to an agreement with the Company providing for payments or benefits under such plan or agreement and under this Agreement, the terms of this Agreement shall govern and the Executive may receive payment under this Agreement only and not both. Further, Section 4 and Section 5 of this Agreement are mutually exclusive and in no event shall the Executive be entitled to payments or benefits pursuant to Section 4 and Section 5 of this Agreement.

19. Governing Law. This is a Texas contract and shall be construed under and be governed in all respects by the laws of the State of Texas, without giving effect to the conflict of laws principles of such State. With respect to any disputes concerning federal law, such disputes shall be determined in accordance with the law as it would be interpreted and applied by the United States Court of Appeals for the Fifth Circuit.

20. Assignment. Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company may assign its rights and obligations under this Agreement without the Executive's consent to any affiliate or to any person or entity with whom the Company shall hereafter effect a reorganization, consolidate with, or merge into or to whom it transfers all or substantially all of its properties or assets; provided further that if the Executive remains employed or becomes employed by the Company, the purchaser or any of their affiliates in connection with any such transaction or event, then the Executive shall not be entitled to any Severance Pay and Benefits pursuant to Section 4 or any Change in Control Payment and Benefits pursuant to Section 5. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of the Executive's and the Company's respective successors, executors, administrators, heirs and permitted assigns.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

22. Gender Neutral. Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

Signature Page(s) Follows.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the Effective Date.

OPEN LENDING CORPORATION

By: /s/ Blair Greenberg

Its: Chair of Compensation Committee

EXECUTIVE

/s/ John Flynn

John Flynn

Exhibit A

To: **Open Lending Corporation**

From: John Flynn (the "Executive")

Date: August 28, 2020

SUBJECT: **Prior Inventions**

The following is a complete list of all inventions or improvements relevant to the subject matter of the Executive's employment by the Company that have been made or conceived or first reduced to practice by the Executive alone or jointly with others prior to the Executive's engagement, employment or other service relationship by the Company and/or its predecessors (including Open Lending LLC):

No inventions or improvements

See below:

Additional sheets attached

The following is a list of all patents and patent applications in which the Executive has been named as an inventor:

None

See below:

EMPLOYMENT AGREEMENT

This Employment Agreement (“**Agreement**”) is made by and between Open Lending Corporation, a Delaware corporation (the “**Company**”), and Charles D. Jehl (the “**Executive**”), and is effective as of August 28, 2020 (the “**Effective Date**”).

WHEREAS, effective as of the Effective Date, the parties intend this Agreement to replace in all respects any other prior agreements between the Executive and the Company regarding the subject matter herein, including without limitation any offer letter, employment agreement or severance agreement; and

WHEREAS, the Company desires to continue to employ the Executive and the Executive desires to continue to be employed by the Company on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment.

(a) Term. The Company shall employ the Executive and the Executive shall be employed by the Company pursuant to this Agreement commencing as of the Effective Date and continuing until such employment is terminated in accordance with the provisions hereof (the “**Term**”). The Executive’s employment with the Company will be “at will,” meaning that the Executive’s employment may be terminated by the Company or the Executive at any time and for any reason subject to the terms of this Agreement.

(b) Position and Duties. During the Term, the Executive shall serve as the Chief Financial Officer and Treasurer of the Company, and shall have such powers and duties as may from time to time be prescribed by the Chief Executive Officer of the Company (the “**CEO**”) or another authorized executive, provided that such duties are consistent with the Executive’s position or other positions that the Executive may hold from time to time. The Executive shall devote the Executive’s full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may serve on other boards of directors, with the prior written approval of the Board of Directors of the Company (the “**Board**”), or engage in religious, charitable or other community activities as long as such services and activities are disclosed to the Board and do not materially interfere with the Executive’s performance of the Executive’s duties or obligations to the Company (whether under this Agreement, the Restrictive Covenant, any other agreement, applicable law or otherwise). To the extent applicable, the Executive shall be deemed to have resigned from all officer and board members positions that the Executive holds with the Company or any of its respective subsidiaries and affiliates upon the termination of the Executive’s employment for any reason and by which ever party. The Executive shall execute any documents in reasonable form as may be requested by the Company to confirm or effectuate any such resignations.

2. Compensation and Related Matters.

(a) Base Salary. The Executive's initial base salary rate shall be based on the annualized rate of \$375,000 per annum. The Executive's base salary may be subject to periodic review by the Board or the Compensation Committee of the Board (the "**Compensation Committee**"). The Executive's base salary in effect at any given time is referred to herein as "**Base Salary**." The Base Salary shall be payable in a manner that is consistent with the Company's usual payroll practices and schedule for senior executives.

(b) Incentive Compensation. During the Term, the Executive shall be eligible to receive cash incentive compensation as determined by the Board or the Compensation Committee in its discretion. The Executive's target annual incentive compensation for each of fiscal year 2020 and fiscal year 2021 shall be eighty percent (80%) of the Executive's Base Salary. The Executive's target annual incentive for future fiscal years shall be such percentage as determined from time to time by the Board or Compensation Committee in its discretion (Executive's target annual incentive as the same may be adjusted from year to year shall be referred to herein as, the "**Target Incentive Compensation**"). The actual amount of the Executive's annual incentive compensation, if any, shall be determined in the sole discretion of the Board or the Compensation Committee, subject to the terms of any applicable incentive compensation plan that may be in effect from time to time. Except as otherwise provided herein or in any applicable incentive compensation plan, to earn any incentive compensation in respect of a given calendar year, the Executive must be employed by the Company in good standing on the day such incentive compensation is paid. Subject to the foregoing, annual incentive compensation in respect of a given calendar year shall be paid to the Executive no later than March 15 of the year following the year to which such annual incentive compensation relates. Subject to the foregoing conditions, any annual incentive compensation in respect of the calendar year during which the Effective Date occurs shall be determined and paid on a pro-rata basis based on the portion of the calendar year represented by the period from the Effective Date through and including December 31 of such year.

(c) Expenses. The Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Executive during the Term in performing services hereunder, in accordance with the policies and procedures then in effect and established by the Company for its senior executive officers.

(d) Other Benefits. During the Term, the Executive shall be eligible to participate in or receive benefits under the Company's employee benefit plans in effect from time to time, subject to the terms and conditions of such plans. The Company's employee benefit plans may be modified or terminated at any time in the Company's sole discretion.

(e) **Paid Time Off.** The Executive shall be entitled to paid time-off in accordance with the Company's applicable paid time off/paid vacation policy for executives, as may be in effect and/or which may be modified or adjusted from time to time. The Executive shall also be entitled to all paid holidays given by the Company to its executives. Unless otherwise required by applicable Company policy or applicable law, any accrued unused vacation days or paid time off remaining at the end of a given year or when the Executive's employment terminates shall be forfeited and not paid out.

(f) **Long-Term Incentive Compensation.** Commencing in fiscal year 2021, the Executive will be eligible for long-term incentive awards commensurate with the Executive's position and performance, in the discretion of the Board or the Compensation Committee (an "**LTI Award**"). The Executive's annual long-term incentive target award amount for the fiscal year 2021 will be \$750,000. Subject to the approval of the Board or the Compensation Committee, the Company will grant such LTI Award to the Executive in the form of restricted stock units, of which (a) 40% will vest ratably over four (4) years from the grant date ("**Time-Based RSUs**"), and (b) 60% will vest subject to the achievement of certain performance criteria over a 3-year performance period ("**Performance-Based RSUs**"), as determined by the Board or the Compensation Committee in its discretion. The Time-Based RSUs and Performance-Based RSUs shall be subject to the provisions of the Company's 2020 Stock Option and Incentive Plan and the applicable restricted stock unit agreements (each, a "**RSU Agreement**"), including but not limited to the vesting schedule or conditions (including any applicable performance metrics), acceleration provisions and employment termination provisions of the Plan and the RSU Agreement. The Plan and the RSU Agreement(s) are referred collectively to as the "**Equity Documents.**" The size, type, and terms of any future LTI Award shall be determined by the Board or the Compensation Committee in its discretion.

3. **Termination.** During the Term, the Executive's employment hereunder may be terminated without any breach of this Agreement under the following circumstances:

(a) **Death.** The Executive's employment hereunder shall terminate upon the Executive's death.

(b) **Disability.** The Company may terminate the Executive's employment if the executive experiences a Disability. For purposes of this Agreement, "**Disability**" shall mean he is disabled and unable to perform the essential functions of the Executive's then existing position or positions under this Agreement with or without reasonable accommodation for a period of 120 days (which need not be consecutive) in any 12-month period. If any question shall arise as to whether, during any period, the Executive is disabled so as to be unable to perform the essential functions of the Executive's then existing position or positions with or without reasonable accommodation, the Executive may, and at the request of the Company shall, submit to the Company a certification in reasonable detail by a physician selected by the Company to whom the Executive or the Executive's guardian has no reasonable objection as to whether the Executive is so disabled or how long such disability is expected to continue, and such certification shall, for the purposes of this Agreement, be deemed to be conclusive of the issue. The

Executive shall cooperate with any reasonable request of the physician in connection with such certification. If such question shall arise and the Executive shall fail to submit such certification, the Company's determination of whether the Executive is disabled shall be binding on the Executive. Nothing in this Section 3(b) shall be construed to waive the Executive's rights, if any, under existing law including, without limitation, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.* and the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*

(c) Termination by Company for Cause. The Company may terminate the Executive's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean any of the following: (i) conduct by the Executive constituting a material act of misconduct in connection with the performance of the Executive's duties, including, without limitation, (A) willful failure or refusal to perform material responsibilities that have been requested by the CEO or other duly authorized or supervising executive, (B) dishonesty to the CEO or other supervising executive with respect to any material matter, or (C) misappropriation of funds or property of the Company or any of its subsidiaries or affiliates other than the occasional, customary and *de minimis* use of Company property for personal purposes; (ii) the commission by the Executive of, or plea of guilty or no lo contendere to, (A) any felony or (B) a misdemeanor involving moral turpitude, deceit, dishonesty or fraud; (iii) any conduct by the Executive, regardless of whether or not in the course of the Executive's employment, that would reasonably be expected to result in material injury or material reputational harm to the Company or any of its subsidiaries and affiliates if the Executive were to continue to be employed in the Executive's position; (iv) continued unsatisfactory performance or non-performance by the Executive of the Executive's duties hereunder (other than by reason of the Executive's physical or mental illness, incapacity or Disability) that has continued for more than 30 days following written notice of such unsatisfactory performance or non-performance from the CEO; (v) a breach by the Executive of any of the provisions contained in Section 7 of this Agreement, the Restrictive Covenants Agreement (as defined below) or any other Continuing Obligations (as defined below); (vi) a breach by the Executive of any fiduciary duty and/or duty of loyalty to the Company or any of its subsidiaries or affiliates; (vii) a material violation by the Executive of the Company's written employment policies (including, but not limited to, any violation of any written equal employment opportunity policy or any written policy prohibiting discrimination, harassment or retaliation) or corporate governance policies; or (viii) the Executive's failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to such investigation or the inducement of others to fail to cooperate or to produce documents or other materials in connection with such investigation.

(d) Termination by the Company Without Cause. The Company may terminate the Executive's employment hereunder at any time without Cause. Any termination by the Company of the Executive's employment under this Agreement that does not constitute a termination for Cause under Section 3(c) and does not result from the death or Disability of the Executive under Section 3(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Executive. The Executive may terminate the Executive's employment hereunder at any time for any reason including, but not limited to, Good Reason. For purposes of this Agreement, "**Good Reason**" shall mean that the Executive has complied with and completed all steps of the "**Good Reason Process**" (hereinafter defined) following the occurrence of any of the following events without the Executive's consent (each a "**Good Reason Condition**"): (i) a material diminution in the Executive's responsibilities, authority or duties; (ii) a material diminution in the Executive's Base Salary, except for across-the-board salary reductions based on the Company's financial performance similarly affecting all or substantially all senior management employees of the Company; (iii) a requirement that the Executive work primarily from an office or geographic location that is beyond a 50 mile radius from the office or geographic location at which the Executive primarily provides services to the Company; or (iv) a material breach of this Agreement by the Company.

The "**Good Reason Process**" means and consists of the following steps: (i) the Executive reasonably determines in good faith that a Good Reason Condition has occurred; (ii) the Executive notifies the Company in writing of Executive learning of the first occurrence of the Good Reason Condition within 60 days of the first occurrence of such condition; (iii) the Executive cooperates in good faith with the Company's efforts, for a period of not less than 30 days following such notice (the "**Cure Period**"), to remedy the Good Reason Condition; (iv) notwithstanding such efforts, the Good Reason Condition continues to exist; and (v) the Executive terminates the Executive's employment within 30 days after the end of the Cure Period. If the Company cures the Good Reason Condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(f) Notice of Termination. Except for termination as specified in Section 3(a), any termination of the Executive's employment by the Company or any such termination by the Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "**Notice of Termination**" shall mean a notice that shall indicate the specific termination provision in this Agreement being relied upon.

(g) Date of Termination. "**Date of Termination**" shall mean: (i) if the Executive's employment is terminated due to the Executive's death, the date of the Executive's death; (ii) if the Executive's employment is terminated on account of Disability under Section 3(b) or by the Company for Cause under Section 3(c), the date on which Notice of Termination is given; (iii) if the Executive's employment is terminated by the Company without Cause under Section 3(d), 30 days after the date on which a Notice of Termination is given or the date specified by the Company in the Notice of Termination provided it is more than 30 days after the date on which the Notice of Termination is given; (iv) if the Executive's employment is terminated by the Executive under Section 3(e) other than for Good Reason, 30 days after the date on which a Notice of Termination is given; and (v) if the Executive's employment is terminated by the Executive under Section 3(e) for Good Reason, the date on which a Notice of Termination is given after the end of the Cure Period. Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result

in or constitute a termination by the Company for purposes of this Agreement; provided, however, that in such event, the Company shall continue to pay the Executive his Base Salary for such 30-day period in lieu of the Executive's active employment during such period (or any portion thereof as determined by the Company).

4. Compensation Upon Termination.

(a) Termination Generally. If the Executive's employment with the Company is terminated for any reason and by whichever party, the Company shall pay or provide to the Executive (or to the Executive's authorized representative or estate) (i) any Base Salary earned but not yet paid through the Date of Termination; (ii) unpaid expense reimbursements (subject to, and in accordance with, Section 2(c) of this Agreement); and (iii) any vested benefits the Executive may have under any employee benefit plan of the Company through the Date of Termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans (collectively, the "**Accrued Benefits**").

(b) Executive's Death or Termination by Company as a Result of Executive's Disability. If the Executive dies or the Executive's employment hereunder is terminated by Company as a result of the Executive's Disability, then, in addition to the Accrued Benefits, the Executive shall be entitled to a pro rata portion of the Executive's Target Incentive Compensation set forth in Section 2(b) hereof, based upon the number of days the Executive was employed during the Company's fiscal year for which such Target Incentive Compensation is computed, to the extent the goals applicable to such Target Incentive Compensation are actually met for the fiscal year in question, which shall be payable at the same time such Target Incentive Compensation would have been paid under Section 2(b) hereof.

(c) Termination by the Company without Cause or by the Executive for Good Reason Outside the Change in Control Period. During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 3(d), or the Executive terminates the Executive's employment for Good Reason as provided in Section 3(e), each outside the Change in Control Period (as defined below), then, in addition to the Accrued Benefits, and subject to (i) the Executive signing, not revoking and complying with a separation agreement, in a form and manner satisfactory to the Company, which shall include, among other provisions, a general release of claims against the Company and all related persons and entities, confidentiality, return of property and non-disparagement obligations, a reaffirmation of all of the Executive's Continuing Obligations (as defined below), and shall provide that if the Executive breaches any of the Continuing Obligations, all payments of the Severance Amount (as defined below) shall immediately cease (the "**Separation Agreement and Release**") and (ii) the Separation Agreement and Release becoming effective and irrevocable, all within 60 days after the Date of Termination (or such shorter period as set forth in the Separation Agreement and Release), the Company will pay or provide (as applicable) the following (collectively, the "**Severance Pay and Benefits**"):

(i) the Company shall pay the Executive an amount equal to twenty-four (24) months of the Executive's Base Salary (the "**Severance Amount**"). Notwithstanding the foregoing, if the Executive breaches any of the Continuing Obligations (as defined below), all payments of the Severance Amount may be terminated by the Company without affecting the other provisions of the Separation Agreement and Release; and

(ii) if the Executive was participating in the Company's group health, dental and/or vision plans immediately prior to the Date of Termination and properly elects to continue health coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), then, subject to the Executive's copayment of the premium amounts at the applicable active employees' rate, the Company shall pay to the group health plan provider, the COBRA provider or the Executive a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company until the earliest of the following: (i) the twelve-month anniversary of the Date of Termination; (ii) the Executive's eligibility for group medical plan benefits under any other employer's group medical plan or otherwise through other employment; or (iii) the cessation of the Executive's continuation coverage rights under COBRA. Notwithstanding the foregoing, if the Company determines at any time that its payments pursuant to this paragraph may be taxable income to the Executive or that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company may convert such payments to payroll payments directly to the Executive for the time period specified above; and such payments shall be subject to tax-related deductions and withholdings and shall be paid on the Company's regular payroll dates. Any other premiums or costs of COBRA continuation coverage not provided above (including, without limitation, for any COBRA coverage after the time period set forth above) shall be at the sole expense of the Executive.

(iii) The amounts payable under this Section 4(c) shall be paid out in substantially equal installments in accordance with the Company's payroll practice over six (6) months commencing within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Severance Amount shall begin to be paid in the second calendar year by the last day of such 60-day period; provided, further, that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Date of Termination. The Company shall pay the amounts contemplated by Section 4(c)(ii) each month at the time the Company normally pays the Company's group health provider on behalf of its remaining active employees, except as otherwise provided in Section 4(c)(ii) if such payments are made directly to the Employee. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

5. **Change in Control Payment and Benefits.** The provisions of this Section 5 set forth certain terms of an agreement reached between the Executive and the Company regarding the Executive's rights and obligations upon the occurrence of a Change in Control of the Company. These provisions are intended to assure and encourage in advance the Executive's continued attention and dedication to the Executive's assigned duties and the Executive's objectivity during the pendency and after the occurrence of any such event. The provisions of this Section 5 shall apply in lieu of, and expressly supersede, the provisions of Section 4(c) if (i) the Executive's employment is terminated either by the Company without Cause as provided in Section 3(d) or by the Executive for Good Reason as provided in Section 3(e) and (ii) the Date of Termination occurs upon, immediately prior to or within twelve (12) months after the occurrence of the first event constituting a Change in Control (such period, the "**Change in Control Period**"). These provisions shall terminate and be of no further force or effect immediately after the end of the Change in Control Period.

(a) **Change in Control.** During the Term, if the Executive's employment is terminated by the Company without Cause as provided in Section 3(d) or the Executive terminates the Executive's employment for Good Reason as provided in Section 3(e) and in each case the Date of Termination occurs during the Change in Control Period, then, in addition to the Accrued Benefits, and subject to the Executive signing, not revoking and complying with the Separation Agreement and Release and the Separation Agreement and Release becoming irrevocable, all within 60 days after the Date of Termination, the Company will pay or provide (as applicable) the following (collectively, the "**Change in Control Payment and Benefits**"):

(i) the Company shall pay the Executive a lump sum in cash in an amount equal to one (1) times the sum of (A) the Executive's then current Base Salary (or the Executive's Base Salary in effect immediately prior to the Change in Control, if higher) plus (B) the Executive's Target Incentive Compensation for the then-current year (or the Executive's Target Incentive Compensation in effect immediately prior to the Change in Control, if higher); and

(ii) if the Executive was participating in the Company's group health, dental and/or vision plans immediately prior to the Date of Termination and properly elects to continue health coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), then, subject to the Executive's copayment of premium amounts at the applicable active employee's rate, the Company shall pay to the group health plan provider, the COBRA provider or the Executive a monthly payment equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company until the earliest of the following: (i) the twelve (12) month anniversary of the Date of Termination; (ii) the Executive's eligibility for group medical plan benefits under any other employer's group medical plan or otherwise through other employment; or (iii) the cessation of the Executive's continuation coverage rights under COBRA. Notwithstanding the foregoing, if the Company determines at any time that its payments pursuant to this paragraph may be taxable income to the Executive or that it cannot pay such amounts to the group health plan provider or the COBRA provider (if applicable) without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then the Company may convert such payments to payroll payments directly to the Executive for the time period specified

above; and such payments shall be subject to tax-related deductions and withholdings and shall be paid on the Company's regular payroll dates. Any other premiums or costs of COBRA continuation coverage not provided above (including, without limitation, for any COBRA coverage after the time period set forth above) shall be at the sole expense of the Executive.

(iii) The amounts payable under this Section 5(a) shall be paid or commence to be paid within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, such payment shall be paid or commence to be paid in the second calendar year by the last day of such 60-day period.

(b) Additional Limitation.

(i) Notwithstanding anything in this Agreement to the contrary, if the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Code and the applicable regulations thereunder (the "**Aggregate Payments**"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be \$1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A- 24(b) or (c).

(ii) For purposes of this Section 5(b), the "**After Tax Amount**" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes that could be obtained from deduction of such state and local taxes.

(iii) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 5(b)(i) shall be made by a nationally recognized accounting firm selected by the Company (the “**Accounting Firm**”), which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive, absent manifest error or omission.

(c) Definitions. For purposes of this Section 5, the term “**Change in Control**” shall mean a “Sale Event” as defined in the Company’s 2020 Stock Option and Incentive Plan.

6. Section 409A.

(a) Notwithstanding anything in this Agreement to the contrary, if at the time of the Executive’s separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive’s separation from service would be considered deferred compensation otherwise subject to the twenty percent (20%) 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, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive’s separation from service, or (B) the 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.

(b) 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 (except for any lifetime or other aggregate limitation applicable to medical expenses). This right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes “non-qualified deferred compensation” under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive’s termination of employment, then such payments or benefits shall be payable only upon the Executive’s “separation from service.” The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). 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.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

7. **Restrictive Covenants and Continuing Obligations.** For purposes of this Section 7, unless otherwise expressly indicated, references to the Company shall include, individually and collectively, the Company, its subsidiaries and affiliates, and its and their predecessors (including Open Lending, LLC), successors and assigns. For purposes of this Agreement, the Executive's obligations, covenants and restrictions in this Section 7 and those that arise in any other agreement relating to (or containing provisions relating to) confidentiality, assignment of inventions, non-competition, non-solicitation and/or any other restrictive covenants, and/or that arise, under applicable law, shall collectively be referred to as the "**Continuing Obligations.**" For avoidance of doubt, this Section 7 is in addition to and supplements (and is supplemented by) and does not supersede or limit (and is not superseded or limited by) any such other agreements and Continuing Obligations.

(a) **Proprietary Information.** The Executive acknowledges, understands and agrees that, in the course of the Executive's employment he will be informed of, provided with, utilize on the Company's behalf, develop and will have access to information concerning the Company and its businesses, customers, business relationships, plans, technology, trade secrets, and financial, business and legal affairs which the Company has not released to the general public, is not generally known to the public or in the industry, has been and will be developed by the Company at great expense, is a valuable competitive asset of the Company, constitutes a "trade secret" under applicable law and/or the disclosure of which or use of which (other than for the benefit of the Company) could result in a competitive disadvantage to the Company or otherwise could negatively affect the Company (collectively, "**Proprietary Information**"). The Executive understands that all Proprietary Information (and all materials that constitute, comprise or contain such information) is and will be the exclusive property of the Company. By way of illustration and not limitation, Proprietary Information includes such information and materials regarding or constituting: (i) *corporate, legal and financial information*, including plans, strategies, developments, methods, policies,

resolutions, negotiations, contracts, litigation, claims, performance data, debt arrangements, equity structure, investors and holdings, and purchasing, pricing and sales data; (ii) *customer and client information*, including prices, terms and conditions of the Company's arrangements or contracts with its clients and customers, the identities, needs, preferences and requirements of the Company's clients and customers and their use of the Company's systems, products and/or services, the nature, extent and particulars of the business dealings between the Company and its clients and customers, client and customer lists and contact information, and any other information provided to the Company by its clients and customers under obligation of confidentiality; (iii) *marketing and performance information*, including strategies, methods, pricing policies and price lists, cost and performance data, financial results, planning data, customers, clients and prospects contacts, lists and preferences, referral sources and information, vendor and supplier lists, contacts and preferences, and market or sales analyses, projections, reports, or forecasts; (iv) *operational, technological, product and service information*, including plans, specifications, manuals, forms, templates, software, source code, object code, designs, research, developments, methods, procedures, formulas, algorithms, discoveries, inventions, improvements, intellectual property, innovations, concepts, ideas, and system, product and/or service specifications, features, advantages, disadvantages and/or limitations; and (v) *personnel information*, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure, performance evaluations and termination arrangements or documents. Proprietary Information also includes (x) any and all information received in confidence by the Company from its clients, customers, distributors or suppliers or other third parties; (y) any and all information which the Company instructs the Executive to keep confidential and/or not to discuss with or disclose to anyone outside the Company (including customers); and (z) any and all information received in confidence by the Company from its customers or suppliers or other third parties. Notwithstanding the foregoing, Proprietary Information does not include any information that is in the public domain, unless due to breach of the Executive's duties and restrictions under this Section 7 hereof or otherwise owing to the Company.

(b) Confidentiality. The Executive understands, acknowledges and agrees that the Executive's employment creates a relationship of confidence and trust between the Executive and the Company with respect to all Proprietary Information; and that the Company is hereby agreeing to provide the Executive with access Proprietary Information as and in consideration of the Executive's agreement to the Executive's restrictions, covenants and obligations under this Section 7. At all times, both during and after the Executive's employment with the Company, the Executive will keep in confidence and trust all such Proprietary Information, and will not use or disclose any such Proprietary Information without the written consent of the Board, except as may be authorized by the Board or necessary in the ordinary course of performing the Executive's duties for the Company or as may be required by law or legal process. The Executive agrees to take reasonable security measures to prevent accidental or unauthorized use or disclosure of Proprietary Information.

(c) Documents, Records, and Other Company Property. All documents, records, files, data, computer files, software, all copies of the foregoing (in any form or format, whether hard-copy, electronic, digital or otherwise), apparatus, computers, cell phones, tablets, personal data assistants (PDAs) and similar devices, equipment, keys, access cards, credit cards, and other physical property, whether or not pertaining to, constituting or containing Proprietary Information, which are furnished to the Executive by the Company, to which the Executive otherwise has access, or which are produced by the Executive in connection with the Executive's employment are, will be and remain the sole property of the Company. The Executive will return to the Company all such materials and property (and all copies) as and when requested by the Company. In any event, the Executive will return all such materials and property in the Executive's possession, custody or control immediately upon any termination of the Executive's employment for any reason (whether terminated by the Company or the Executive). The Executive will not retain with the Executive any such material or property or any copies thereof after such termination except as expressly authorized by the Company in writing (signed by a duly authorized representative of the Board).

(d) Ownership and Assignment of Inventions and Developments.

(i) The Executive has made and will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, processes, modifications, improvements, algorithms, software code, databases, computer programs, formulae, techniques, trade secrets, graphics or images, audio or visual works, and other works of authorship (collectively "**Developments**"), whether or not patentable or copyrightable, created, made, conceived or reduced to practice by the Executive (alone or jointly with others) or under the Executive's direction during the Executive's employment with the Company (whether under this Agreement or any other prior or subsequent employment with the Company). The Executive acknowledges that all work performed by the Executive during his/her employment or any other service relationship with the Company has been, is and will be on a "work for hire" basis, and the Executive has assigned and hereby does assign and transfer (and to the extent any such assignment cannot be made at present, will and assign and transfer) to the Company, its successors and assigns, all of the Executive's right, title and interest in all Developments described above, that (A) relate to the business of the Company or any of the products, systems or services being researched, developed, manufactured, marketed, provided or sold by the Company or which may be used with such products, systems or services; or (B) result from tasks assigned or delegated to the Executive by the Company; or (C) result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company ("**Company-Related Developments**"), and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights in all countries and territories worldwide and under any international conventions ("**Intellectual Property Rights**").

(ii) To preclude any possible uncertainty, the Executive has set forth on Exhibit A a complete list of Developments that the Executive has, alone or jointly with others, conceived, developed or reduced to practice prior to the commencement of the Executive's employment or other service relationship with the Company that the Executive considers to be the Executive's property or the property of third parties and

that the Executive wishes to have excluded from the scope of this Agreement (“**Prior Inventions**”). If disclosure of any such Prior Inventions would cause the Executive to violate any prior confidentiality agreement, the Executive understands that the Executive is not to list such Prior Inventions in Exhibit A but is only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. The Executive has also listed on Exhibit A all patents and patent applications in which the Executive is named as an inventor, other than those which have been assigned to the Company (“**Other Patent Rights**”). If no such disclosure is attached, the Executive represents that there are no Prior Inventions or Other Patent Rights. If, in the course of the Executive’s employment with the Company, the Executive has incorporated or incorporates a Prior Invention into a Company product, process or machine or other work done for the Company, the Executive hereby grants to the Company a nonexclusive, royalty-free, paid-up, irrevocable, worldwide license (with the full right to sublicense) to make, have made, modify, use, sell, offer for sale and import such Prior Invention. Notwithstanding the foregoing, the Executive will not incorporate, or permit to be incorporated, Prior Inventions in any Company-Related Development without the Company’s prior written consent (from a duly authorized member of the Board).

(iii) This Agreement does not obligate the Executive to assign to the Company any Development which, in the sole judgment of the Company reasonably exercised, was or is developed entirely on the Executive’s own time and does not relate to the business efforts or research and development efforts in which, during the period of the Executive’s employment (or other relationship) with the Company, the Company actually is engaged or reasonably would be engaged, and does not result from the use of premises or equipment owned or leased by the Company. However, the Executive will also promptly disclose to the Company any such Developments for the purpose of determining whether they qualify for such exclusion. The Executive understand that, to the extent this Agreement is required to be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this Section 7 will be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. The Executive also hereby waives all claims to any moral rights or other special rights which the Executive may have or accrue in any Company-Related Developments.

(iv) Both during and after the Executive’s employment with the Company, the Executive will cooperate fully with the Company with respect to the procurement, maintenance and enforcement of Intellectual Property Rights in Company-Related Developments. The Executive will sign, both during and after the Term, all papers, including without limitation copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development. If the Company is unable, after reasonable effort, to secure the Executive’s signature on any such papers, the Executive hereby irrevocably designates and appoints each officer of the Company and the Chairman of the Board as the Executive’s agent and attorney-in-fact to execute any such papers on the Executive’s behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development.

(e) Non-Competition.

(i) During the Executive's employment with the Company and during the twenty-four (24) month period immediately after the termination of such employment (regardless of the reason for the termination, and regardless of whether such termination is by the Executive or the Company) (the "**Non-Competition Period**"), the Executive shall not (without the prior written consent of the Company, in writing signed by a duly authorized representative of the Board), directly or indirectly, whether on the Executive's own behalf or on behalf of any person or entity, whether as an owner, partner, shareholder, consultant, agent, employee, director, advisor, volunteer, co-venturer or otherwise, engage, participate, assist or invest in, or be employed or engaged with or by any person or entity engaged in, any Competing Business (as hereinafter defined).

(ii) For purpose of the foregoing, a person or entity is or is engaged in a "**Competing Business**" is if he/she or it is engaged (or actively seeking or planning to engage) in any way in the business of developing, manufacturing, producing, offering, selling, marketing, providing, distributing, performing, licensing, supporting, or soliciting business for (A) automated lending services through loan analytics, risk-based pricing, risk modeling and/or automated decision technology, and/or (B) any product, service or system that is competitive with, the same as, similar to, performs, serves or provides a similar function as, or can be used as a reasonable or competitive substitute or replacement for, any product, service or system offered, sold, provided, marketed, distributed, developed, manufactured, produced, performed, supported, licensed, or that is being developed or is the subject of active planning by the Company at any time during my employment with the Company (each a "**Competitive Product or Service**")

(iii) The foregoing restrictions under this Section 7(e) shall be limited to (A) the United States and (B) those foreign countries in which the Company (itself or through its subsidiaries, affiliates or related entities) develops, produces, manufactures, performs, provides, sell or solicits business for its products, services or systems at any time during the Executive's employment with the Company. Nothing herein shall preclude the Executive from owning up to one percent (1%) of the outstanding stock of a publicly held corporation which is engaged in a Competing Business.

(f) Non-Solicitation. During the Executive's employment with the Company and during the twenty-four (24) month period immediately after the termination of such employment (regardless of the reason for the termination, and regardless of whether such termination is by the Executive or the Company) (the "**Non-Solicitation Period**"), the Executive shall not (without the prior written consent of the Company, in writing signed by a duly authorized representative of the Board), directly or indirectly, whether on the Executive's own behalf or on behalf of any person or entity:

(i) (A) solicit, induce, encourage, persuade, or procure any customer, active prospective customer or supplier of the Company to terminate, reduce, postpone,

not enter, divert, or otherwise modify adversely to the Company its business relationship or dealings with or patronage of the Company, or otherwise interfere with such customer's, prospect's or contracts, relationship or dealings with the Company, (B) contact or solicit any such customer, prospective customer or supplier of the Company in connection with a Competing Business and/or any Competitive Product or Service, or (C) sell, provide, perform, offer, accept or promote any service, product or system to any such customer or prospective customer of the Company that is a Competitive Product or Service or that otherwise competes with the Company or any of its products, services or systems; or

(ii) (A) hire, employ, engage or solicit for hire, employment or engagement any officer, director, executive, employee, consultant, contractor or agent of the Company (or any person who was employed or engaged by the Company at any time during the final six (6) months of the Executive's employment with the Company); or (B) solicit, induce, encourage, persuade or procure any employee, consultant, contractor, vendor, supplier, distributor or agent of the Company to cease, give up, terminate, limit, postpone, divert, reduce or not to commence or continue his/her or its employment, engagement, business, dealings, or other business relationship with the Company, or otherwise interfere with such person or entity's contract or business relationship with the Company.

(g) Third-Party Agreements and Rights. The Executive hereby confirms that the Executive is not bound by the terms of any agreement with any previous employer or other party that restricts in any way the Executive's use or disclosure of information or the Executive's engagement in any business in a manner that would interfere with or inhibit the Executive's ability to perform the Executive's duties to the Company. The Executive represents to the Company that the Executive's execution of this Agreement, the Executive's employment with the Company and the performance of the Executive's proposed duties for the Company will not violate any obligations the Executive may have to any such previous employer or other party. In the Executive's work for the Company, the Executive will not disclose or make use of any information in violation of any agreements with or rights of any such previous employer or other party, and the Executive will not bring to the premises of the Company any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(h) Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall cooperate fully with the Company in (i) the defense or prosecution of any claims or actions now in existence or that may be brought in the future against or on behalf of the Company that relate to events or occurrences that transpired while the Executive was employed by the Company, and (ii) the investigation, whether internal or external, of any matters about which the Company believes the Executive may have knowledge or information. The Executive's full cooperation in connection with such claims, actions or investigations shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company in connection

with any investigation or review of any federal, state or local regulatory authority that relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable, pre-approved out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section 7(h).

(i) Reasonableness of Restrictive Covenants. The Executive understands, acknowledges and agrees that he is being employed in a significant, senior and high-level position of the utmost trust and confidence; that his services to the Company are special, unique and of extraordinary value; and that, by virtue of his employment, position, duties and responsibilities, he will be provided with, have access to, learn, develop and use (all on the Company's behalf) the Company's trade secrets and its other Proprietary Information, has duties and responsibilities to develop, enhance and preserve the Company's customer and other business relationships and good will, and will derive significant personal value and opportunities by virtue of such information, employment, duties, responsibilities and access. The Executive further understands, acknowledges and agrees that the covenants, obligations and restrictions contained in Sections 7(a)-(f) (the "**Restrictive Covenants**") (i) are intended to protect the Company's legitimate business interests including, without limitation, its Proprietary Information, customer, employee and business relationships, and goodwill; and agrees that such obligations and restrictions (and the scope of precluded activities, geographic scope and duration thereof) are necessary, reasonable and appropriate for this purpose; (ii) were and are a material condition and inducement for the Company to employ the Executive, to enter into (and to perform the Company's obligations under) this Agreement and to provide the Executive with Proprietary Information; and (iii) are in consideration of and ancillary to the Company's agreement to provide the Executive with such Proprietary Information and of the Executive's employment with the Company under this Agreement and the additional good and valuable consideration and opportunities provided to the Executive as set forth in this Agreement.

(j) Enforcement; Injunctive Relief. The Executive also understands, acknowledges and agrees that (i) it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the Restrictive Covenants, that the Company would be irreparably harmed by such breach, and that, in any event, money damages would be an inadequate remedy for any such breach; (ii) without the restrictions set forth in the Restrictive Covenants, the Executive would be in a position to compete unfairly with the Company, and (iii) the Executive's education and experience are such that the restrictions set forth in the Restrictive Covenants will not interfere with the Executive's ability to earn a livelihood nor impose an undue or unreasonable hardship on the Executive. Accordingly, the Executive agrees and consents that, in addition to all other remedies (in law or equity, for monetary damages or otherwise), the Company shall be entitled to temporary, preliminary and permanent injunctive relief or other appropriate equitable relief to restrain or enjoin any such breach or threatened breach without showing or proving any actual damage to the Company; and that, notwithstanding anything to the contrary in Section 8 below, the Company may seek any such temporary, preliminary or permanent injunctive relief in and from a court of competent jurisdiction. In any such action to enforce any of the Continuing Obligations, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

(k) **Severability.** Each covenant, restriction, provision and sub-part of this Section 7 (including, without limitation each of sub-sections 7(a)-(f) and the sub-parts thereof) is and is intended to be a separate and severable covenant and restriction. If any covenant, restriction, portion or provision of this Section 7 shall to any extent be declared illegal or unenforceable by a court or arbitrator of competent jurisdiction, then it is the intention and the desire of the Parties that such covenant, restriction, portion or provision shall be severed from the remainder of this Agreement and the remainder of this Agreement and this Section 7, and the application of such covenant, restriction, portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and shall be valid, enforceable and enforced to the fullest extent permitted by law. In the event that any covenant, restriction, portion or provision of this Section 7 is determined by a court or arbitrator of competent jurisdiction to be unenforceable by reason of excessive duration, geographic scope, or scope of activities covered/prohibited, it is the intent of the Parties (and the Parties request) that such court or arbitrator shall (unless otherwise prohibited by law) modify or interpret such restriction, covenant, provision or portion so that it will be deemed to extend only over the maximum duration, geographic scope and scope of activities as to which it may be enforceable and shall be so enforced. It is the intent of the Parties that all of the covenants, restrictions, portions and provisions of this Section 7 shall be enforceable to the full extent permitted by applicable law.

(l) **Protected Disclosures and Other Protected Action; Defend Trade Secret Act Notice.** Nothing in this Agreement shall be interpreted or applied to prohibit the Executive from making any good faith report to any governmental agency or other governmental entity (a “**Government Agency**”) concerning any act or omission that the Executive reasonably believes constitutes a possible violation of federal or state law or making other disclosures that are protected under the anti-retaliation or whistleblower provisions of applicable federal or state law or regulation. In addition, nothing contained in this Agreement limits the Executive’s ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including the Executive’s ability to provide documents or other information, without notice to the Company. In addition, for the avoidance of doubt, pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law or under this Agreement or the Restrictive Covenant Agreement 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.

8. Arbitration of Disputes.

(a) Arbitration Generally. Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of the Executive's employment, the terms and conditions of such employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination or retaliation, whether based on race, religion, national origin, sex, gender, age, disability, sexual orientation, or any other protected class under applicable law) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the JAMS in Austin, Texas in accordance with the JAMS Employment Arbitration Rules and Procedures (currently available at www.jamsadr.com/rules-employment-arbitration) (the "**JAMS Rules**"), including, but not limited to, the rules and procedures applicable to the selection of arbitrators. If any person or entity other than the Executive or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to (or compelled to) arbitration subject to such other person or entity's consent or agreement. The Executive understands and agrees that the Executive may only bring claims in the Executive's individual capacity, and not as a plaintiff or class member in any purported class or collective action or proceeding or any purported representative action proceeding. The Executive further understands and agrees that, by signing this Agreement, the Company and the Executive are waiving and giving up any right they may have to a jury trial on all claims they may have against each other. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 8 shall be specifically enforceable. Notwithstanding the foregoing, this Section 8 shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate including, without limitation, relief sought under Section 7 or any of the other Continuing Obligations; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 8.

(b) Arbitration Fees and Costs. If the Executive initiates a claim in arbitration, the Executive shall be required to pay any applicable initial arbitration filing fee which, if such arbitration is administered by JAMS, shall be to the extent provided by the JAMS Rules (and include the JAMS initial case management fee); provided, however, such fees will be capped at the lesser of the applicable fees required under the JAMS Rules or the amount the Executive would have been charged by a court in the Executive's state of residence to file a judicial complaint for the same claims in court. The Company shall be responsible for any employer/Company filing or case management fee (including any remaining balance of the individual/employee filing/case management fee above the cap) and any other fees or costs charged by JAMS and the arbitrator. However, to the extent permissible under law and following or as part of the arbitrator's ruling on the matter, the arbitrator may rule that the arbitration fees and costs be distributed or apportioned in an alternative manner. Each party shall be entitled to be represented by their own independent attorneys in connection with any arbitration hereunder, and each party shall pay his/her or its own attorneys' fees and costs; provided, however, if any party prevails on a statutory or contractual claim that affords the prevailing party attorneys' fees or costs, the arbitrator may award reasonable attorneys' fees and costs to the prevailing party to the extent permitted by law.

9. Consent to Jurisdiction. To the extent that any court action is permitted consistent with this Agreement, the parties hereby consent to the jurisdiction of the state courts of Texas and the United States District Court for the Western District of Texas. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

10. Indemnification. The Company and the Executive hereby agree to execute the Company's standard indemnification agreement for senior executives.

11. Integration. Except as otherwise provided, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes in all respects all prior agreements between the parties concerning the subject matter hereof (including, without limitation, compensation, severance pay and benefits) and supersedes in all respects all prior agreements between the parties concerning the subject matter hereof, provided that the Equity Documents, any indemnification agreement, and any other agreement relating to confidentiality, noncompetition, nonsolicitation or assignment of inventions shall not be superseded by this Agreement (including as provided in Section 7 above) and the Executive acknowledges and agrees that any such agreements remain in full force and effect.

12. Withholding; Tax Effect. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law. Nothing in this Agreement shall be construed to require the Company to make any payments to compensate the Executive for any adverse tax effect or consequences associated with any payments or benefits or for any deduction or withholding from any payment or benefit.

13. 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.

14. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

15. Waiver. No waiver of any provision hereof 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, 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. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Board. During the Term, any notice, requests, demand and other communications to the Executive shall be sufficient if in writing and delivered via email to the Executive's applicable Company email address.

17. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

18. Effect on Other Plans and Agreements. An election by the Executive to resign for Good Reason under the provisions of this Agreement shall not be deemed a voluntary termination of employment by the Executive for the purpose of interpreting the provisions of any of the Company's benefit plans, programs or policies. Nothing in this Agreement shall be construed to limit the rights of the Executive under the Company's benefit plans, programs or policies except as otherwise provided in Section 7 hereof, and except that the Executive shall have no rights to any severance benefits under any Company severance pay plan, offer letter or otherwise. In the event that the Executive is party to an agreement with the Company providing for payments or benefits under such plan or agreement and under this Agreement, the terms of this Agreement shall govern and the Executive may receive payment under this Agreement only and not both. Further, Section 4 and Section 5 of this Agreement are mutually exclusive and in no event shall the Executive be entitled to payments or benefits pursuant to Section 4 and Section 5 of this Agreement.

19. Governing Law. This is a Texas contract and shall be construed under and be governed in all respects by the laws of the State of Texas, without giving effect to the conflict of laws principles of such State. With respect to any disputes concerning federal law, such disputes shall be determined in accordance with the law as it would be interpreted and applied by the United States Court of Appeals for the Fifth Circuit.

20. Assignment. Neither the Executive nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, that the Company may assign its rights and obligations under this Agreement without the Executive's consent to any affiliate or to any person or entity with whom the Company shall hereafter effect a reorganization, consolidate with, or merge into or to whom it transfers all or substantially all of its properties or assets; provided further that if the Executive remains employed or becomes employed by the Company, the purchaser or any of their affiliates in connection with any such transaction or event, then the Executive shall not be entitled to any Severance Pay and Benefits pursuant to Section 4 or any Change in Control Payment and Benefits pursuant to Section 5. This Agreement shall inure to the benefit of and be binding upon the Executive and the Company, and each of the Executive's and the Company's respective successors, executors, administrators, heirs and permitted assigns.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

22. Gender Neutral. Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

Signature Page(s) Follows.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the Effective Date.

OPEN LENDING CORPORATION

By: /s/ John Flynn

Its: Chairman of the Board and Chief Executive Officer

EXECUTIVE

/s/ Charles D. Jehl

Charles D. Jehl

Exhibit A

To: **Open Lending Corporation**

From: Charles D. Jehl (the "Executive")

Date: August 28, 2020

SUBJECT: **Prior Inventions**

The following is a complete list of all inventions or improvements relevant to the subject matter of the Executive's employment by the Company that have been made or conceived or first reduced to practice by the Executive alone or jointly with others prior to the Executive's engagement, employment or other service relationship by the Company and/or its predecessors (including Open Lending LLC):

No inventions or improvements

See below:

Additional sheets attached

The following is a list of all patents and patent applications in which the Executive has been named as an inventor:

None

See below:

Open Lending Strengthens Executive Team*Ross Jessup Elevated to President**Chuck Jehl Joins as Chief Financial Officer and Treasurer**Sarah Lackey Appointed Chief Technology Officer*

AUSTIN, TX – August 31, 2020 – Open Lending Corporation (NASDAQ: LPRO) (“Open Lending” or the “Company”), a leading provider of lending enablement and risk analytics solutions to financial institutions, today announced that Ross M. Jessup, who is a co-founder and has served as the Chief Financial Officer and Chief Operating Officer of Open Lending since April 2000, has been appointed President and will remain Chief Operating Officer. Charles D. “Chuck” Jehl has been appointed Executive Vice President, Chief Financial Officer and Treasurer. The Company has also appointed Sarah Lackey as Chief Technology Officer. She currently serves as the Senior Vice President of IT Operations. All appointments are effective August 28, 2020.

“As a co-founder, Ross has been instrumental in helping build Open Lending to what it is today, and we are thrilled to name him as the Company’s President. His proven leadership and knowledge of the auto finance space is incredibly valuable to our organization and will be a great asset as he focuses more of his time on the captive OEM channel,” said John J. Flynn, Chairman and Chief Executive Officer of Open Lending. “I would also like to welcome Chuck, who has been extremely helpful to our team as we’ve transitioned to becoming a public company over the past few months. His proven public company leadership experience, including the assembly of best in class teams to support a public company, as well as his strong financial background will be invaluable as he helps us lead Open Lending into its next chapter of growth.”

“Sarah has proven herself a strong leader in our technology department and has been instrumental in the success of our technology initiatives and in particular, the support of our Lenders Protection platform. I want to congratulate her on the appointment to CTO,” continued Flynn.

Ross Jessup is a co-founder and has served as the Chief Financial Officer and Chief Operating Officer of Open Lending since April 2000. Prior to Open Lending, Mr. Jessup worked at the Jessup Group from 1998 through 2000, Montgomery Jessup & Co. from 1991 through 1998 and in public accounting at Arthur Anderson LLP from 1985 through 1991. Mr. Jessup is a Certified Public Accountant licensed in the state of Texas and a member of the American Institute of Certified Public Accountants and the Texas Society of Certified Public Accountants. Jessup was awarded the “Best CFO in Central Texas” by the Austin Business Journal in 2018. He holds a Bachelor of Arts degree in Accounting from the University of Mississippi.

Chuck Jehl has served as a consultant since April 2020 and was instrumental in helping the Company complete the business combination with Nebula Acquisition Corporation. Prior to Open Lending, Mr. Jehl spent 14 years at Forestar Group Inc., a New York Stock Exchange listed company (“Forestar Group”), in a variety of executive leadership roles including Chief Financial Officer and Treasurer from 2015 through 2019 and Chief Accounting Officer from 2005 through 2013. Prior to Forestar Group, he held various leadership roles at Guaranty Insurance Services Inc. from 2000 through 2005, including Chief Operations Officer and Chief Financial Officer. From 1989 through 1999, Mr. Jehl held various financial management roles at Temple-Inland Mortgage Corporation, including Vice President and Controller. Mr. Jehl is a Certified Public Accountant licensed in the state of Texas and a member of the American Institute of Certified Public Accountants and the Texas Society of Certified Public Accountants. He holds a Bachelor of Arts degree in Accounting from Concordia University at Austin.

Sarah Lackey has served as the Senior Vice President of IT Operations since November 2019, and in various other roles in the Company's technology department since 2016. Prior to Open Lending, Ms. Lackey served as Vice President and co-owner of SJB Industries DBA Bates Painting. Previously, she spent over 10 years at Hewlett-Packard in software engineering. She holds a Bachelor's degree in Computer Science from Texas A&M University.

About Open Lending

Open Lending, through its flagship product, Lenders Protection, offers loan analytics, risk-based pricing, risk modeling and default insurance, ensuring profitable auto loan portfolios for financial institutions throughout the United States. For more information, please visit www.OpenLending.com.

Contact:

ICR for Open Lending

Investors

openlending@icrinc.com