

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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): **November 5, 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 Employee
Identification No.)

**1501 S. MoPac Expressway
Suite 450
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.

On November 5, 2020, the Board of Directors (the “Board”) of Open Lending Corporation (the “Company”) entered into: a First Amendment to Employment Agreement with John J. Flynn, the Company’s Chief Executive Officer (the “Flynn Amendment”), which amends an Employment Agreement dated August 28, 2020 (the “Flynn Employment Agreement”); a First Amendment to Employment Agreement with Ross Jessup, the Company’s President and Chief Operating Officer (the “Jessup Amendment”), which amends an Employment Agreement dated August 28, 2020 (the “Jessup Employment Agreement”); and a First Amendment to Employment Agreement with Charles D. Jehl, the Company’s Chief Financial Officer (the “Jehl Amendment”), which amends an Employment Agreement dated August 28, 2020 (the “Jehl Employment Agreement”).

Flynn Amendment

The Flynn Amendment revises Mr. Flynn’s long-term incentive compensation. Pursuant to the Flynn Amendment, Mr. Flynn received a grant of 38,580 restricted stock units on November 5, 2020 (the “Flynn Time-Based Grant”). The Flynn Time-Based Grant will vest over three years and nine months from November 5, 2020 and shall be fully vested no later than November 5, 2024. Mr. Flynn will also receive a grant of 38,580 restricted stock units on January 1, 2021 (the “Flynn Performance-Based Grant”). The Flynn Performance-Based Grant will vest, subject to the completion of certain performance criteria over a three-year performance period beginning November 5, 2020, as determined by the Board or the Compensation Committee of the Board (the “Compensation Committee”) in its discretion. No other material changes were made to the terms of the Flynn Employment Agreement.

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

Jessup Amendment

The Jessup Amendment revises Mr. Jessup’s long-term incentive compensation. Pursuant to the Jessup Amendment, Mr. Jessup received a grant of 27,557 restricted stock units on November 5, 2020 (the “Jessup Time-Based Grant”). The Jessup Time-Based Grant will vest over three years and nine months beginning November 5, 2020 and shall be fully vested no later than November 5, 2024. Mr. Jessup will also receive a grant of 27,558 restricted stock units on January 1, 2021 (the “Jessup Performance-Based Grant”). The Jessup Performance-Based Grant will vest, subject to the completion of certain performance criteria over a three-year performance period beginning November 5, 2020, as determined by the Board or the Compensation Committee in its discretion. No other material changes were made to the terms of the Jessup Employment Agreement.

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

Jehl Amendment

The Jehl Amendment revises Mr. Jehl’s long-term incentive compensation. Pursuant to the Jehl Amendment, Mr. Jehl received a grant of 16,534 restricted stock units on November 5, 2020 (the “Jehl Time-Based Grant”). The Jehl Time-Based Grant will vest over three years and nine months beginning November 5, 2020 and shall be fully vested no later than November 5, 2024. Mr. Jehl will also receive a grant of 16,535 restricted stock units on January 1, 2021 (the “Jehl Performance-Based Grant”). The Jehl Performance-Based Grant will vest, subject to the completion of certain performance criteria over a three-year performance period beginning November 5, 2020, as determined by the Board or the Compensation Committee in its discretion. No other material changes were made to the terms of the Jehl Employment Agreement.

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

Senior Executive Cash Incentive Bonus Plan

Also on November 5, 2020, the Board approved the adoption of the Company’s Senior Executive Cash Incentive Bonus Plan (the “Plan”). Under the Plan, executives of the Company designated by the Compensation Committee are eligible to receive periodic cash bonuses based on achievement of individual and corporate performance goals established by the Committee. Each of the Company’s current executive officers is a participant in the Plan. A copy of the Plan is attached hereto as Exhibit 10.4 and is incorporated herein by reference.

Item 8.01. Other Events

On November 5, 2020 the Board approved the Non-Employee Director Compensation Policy (as amended, the “Policy”). The Policy is designed to enable us to attract and retain, on a long-term basis, high-caliber directors who are not employees or officers of the Company or its subsidiaries (“Outside Directors”). Members of the Board who are employed by or otherwise affiliated with any private equity firm or company which is an investor in the Company are not be eligible to receive any cash retainers or other form of compensation in connection with their service on the Board.

Cash Retainers

Under the Policy, Outside Directors will be eligible to receive cash retainers (which will be pro-rated based on the number of actual days served by the director on the Board or applicable committee during such calendar quarter or year) as set forth below:

Annual Retainer for Board Membership	
Annual service on the board of directors	\$50,000
Additional Annual Retainer for Committee Membership	
Audit Committee Chair	\$15,000
Compensation Committee Chair	\$10,000
Nominating and Corporate Governance Committee Chair	\$10,000

Committee chair retainers are in addition to retainers for members of the Board. No additional compensation will be paid for attending any Board meetings or other individual committee meetings of the Board.

Initial Grants

In addition, the Policy provides for an initial, one-time restricted stock unit award (the “Initial Award”) with a Value (as defined in the Policy) of \$50,000 to each new Outside Director upon his or her election to the Board, which shall vest in full on the first anniversary of the date of grant. All vesting shall cease if the director resigns from the Board or otherwise ceases to serve as a director of the Company and the Initial Award will be forfeited. If a new Outside Director joins the Board on a date other than the date of the Annual Meeting of Stockholders of the Company following November 5, 2020 (the “Annual Meeting”), then such Outside Director will be granted a pro-rata portion of the Initial Award based on the time between such Outside Director’s appointment and the next Annual Meeting (provided, that for any Outside Director who served on the Board during the calendar year the Policy is adopted, no such proration shall apply to the Initial Award). Grants shall occur as soon as administratively practicable following such Outside Director’s appointment to the Board.

Annual Grants

Further, on each date of each Annual Meeting following November 5, 2020, each continuing Outside Director, other than a director receiving an Initial Award, will receive an annual restricted stock unit award (the “Annual Award”) with a Value (as defined in the Policy) of \$50,000, which shall vest in full upon the earlier of (i) the first anniversary of the date of grant or (ii) the date of the next Annual Meeting. All vesting shall cease if the director resigns from the Board or otherwise ceases to serve as a director of the Company, unless the Board determines that the circumstances warrant continuation of vesting. All outstanding Initial Awards and Annual Awards held by an Outside Director shall become fully vested and nonforfeitable upon a Sale Event (as defined in the Company’s 2020 Stock Option and Incentive Plan).

We will reimburse all reasonable out-of-pocket expenses incurred by Outside Directors for their attendance at meetings of the Board or any committee thereof.

The foregoing description of the Policy is qualified in its entirety by reference to the text of the Policy, which is attached hereto as Exhibit 10.5, and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

- 10.1 [First Amendment to Employment Agreement by and between the Company and John J. Flynn, dated November 5, 2020.](#)
- 10.2 [First Amendment to Employment Agreement by and between the Company and Ross Jessup, dated November 5, 2020.](#)
- 10.3 [First Amendment to Employment Agreement by and between the Company and Charles D. Jehl, dated as of November 5, 2020.](#)
- 10.4 [Senior Executive Cash Incentive Bonus Plan.](#)
- 10.5 [Non-Employee Director Compensation Policy.](#)

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/ Charles D. Jehl

Name: Charles D. Jehl

Title: Chief Financial Officer

Date: November 12, 2020

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this "Amendment") is executed and effective as of November 5, 2020 (the "Effective Date"), by and between Open Lending Corporation, a Delaware corporation (the "Company"), and John Flynn (the "Executive").

WHEREAS, the Company and the Executive are parties to a certain Employment Agreement that became effective as of August 28, 2020 (the "Employment Agreement");

WHEREAS, the Company and the Executive wish to amend certain provisions of the Employment Agreement with respect to the Executive's long term incentive compensation; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Employment Agreement.

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. Section 2(f) of the Employment Agreement is hereby amended in its entirety and replaced with the following:

(e) Long-Term Incentive Compensation. Following the Effective Date, 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**"). Subject to approval of the Board, the number of shares underlying Executive's initial LTI Award will be 77,160 shares, and the Company will grant such LTI Award to the Executive in the form of restricted stock units, of which (a) 50% will be granted as soon as administratively practicable and shall vest ratably over three (3) years and nine (9) months from the grant date, such that the restricted stock units shall be fully vested no later than the fourth (4th) anniversary of the Effective Date ("**Time-Based RSUs**") and (b) 50% shall be granted on January 1, 2021 and will vest subject to the achievement of certain performance criteria over a 3-year performance period from the grant date ("**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.

1. All other provisions of the Employment Agreement, including without limitation the Restrictive Covenants, shall remain in full force and effect according to their respective terms, and nothing contained herein shall be deemed a waiver of any right or abrogation of any obligation otherwise existing under the Employment Agreement except to the extent specifically provided for herein.

2. The validity, interpretation, construction and performance of this Amendment and the Employment Agreement, as amended herein, shall be governed by the laws of the State of Texas, without giving effect to the conflict of laws principles of such State.

3. This Amendment 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.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

OPEN LENDING CORPORATION

By: /s/ Blair Greenberg
Name: Blair Greenberg
Title: Chair, Compensation Committee

EXECUTIVE

/s/ John Flynn
John Flynn

[Signature Page to Amendment to Employment Agreement]

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this "Amendment") is executed and effective as of November 5, 2020 (the "Effective Date"), by and between Open Lending Corporation, a Delaware corporation (the "Company"), and Ross Jessup (the "Executive").

WHEREAS, the Company and the Executive are parties to a certain Employment Agreement that became effective as of August 28, 2020 (the "Employment Agreement");

WHEREAS, the Company and the Executive wish to amend certain provisions of the Employment Agreement with respect to the Executive's long term incentive compensation; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Employment Agreement.

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. Section 2(f) of the Employment Agreement is hereby amended in its entirety and replaced with the following:

(e) Long-Term Incentive Compensation. Following the Effective Date, 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**"). Subject to approval of the Board, the number of shares underlying Executive's initial LTI Award will be 55,115 shares, and the Company will grant such LTI Award to the Executive in the form of restricted stock units, of which (a) 50% will be granted as soon as administratively practicable and shall vest ratably over three (3) years and nine (9) months from the grant date, such that the restricted stock units shall be fully vested no later than the fourth (4th) anniversary of the Effective Date ("**Time-Based RSUs**") and (b) 50% shall be granted on January 1, 2021 and will vest subject to the achievement of certain performance criteria over a 3-year performance period from the grant date ("**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.

1. All other provisions of the Employment Agreement, including without limitation the Restrictive Covenants, shall remain in full force and effect according to their respective terms, and nothing contained herein shall be deemed a waiver of any right or abrogation of any obligation otherwise existing under the Employment Agreement except to the extent specifically provided for herein.

2. The validity, interpretation, construction and performance of this Amendment and the Employment Agreement, as amended herein, shall be governed by the laws of the State of Texas, without giving effect to the conflict of laws principles of such State.

3. This Amendment 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.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

OPEN LENDING CORPORATION

By: /s/ John Flynn

Name: John Flynn

Title: Chief Executive Officer

EXECUTIVE

/s/ Ross Jessup

Ross Jessup

[Signature Page to Amendment to Employment Agreement]

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this "Amendment") is executed and effective as of November 5, 2020 (the "Effective Date"), by and between Open Lending Corporation, a Delaware corporation (the "Company"), and Charles D. Jehl (the "Executive").

WHEREAS, the Company and the Executive are parties to a certain Employment Agreement that became effective as of August 28, 2020 (the "Employment Agreement");

WHEREAS, the Company and the Executive wish to amend certain provisions of the Employment Agreement with respect to the Executive's long term incentive compensation; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Employment Agreement.

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. Section 2(f) of the Employment Agreement is hereby amended in its entirety and replaced with the following:

(e) Long-Term Incentive Compensation. Following the Effective Date, 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**"). Subject to approval of the Board, the number of shares underlying Executive's initial LTI Award will be 33,069 shares, and the Company will grant such LTI Award to the Executive in the form of restricted stock units, of which (a) 50% will be granted as soon as administratively practicable and shall vest ratably over three (3) years and nine (9) months from the grant date, such that the restricted stock units shall be fully vested no later than the fourth (4th) anniversary of the Effective Date ("**Time-Based RSUs**") and (b) 50% shall be granted on January 1, 2021 and will vest subject to the achievement of certain performance criteria over a 3-year performance period from the grant date ("**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.

1. All other provisions of the Employment Agreement, including without limitation the Restrictive Covenants, shall remain in full force and effect according to their respective terms, and nothing contained herein shall be deemed a waiver of any right or abrogation of any obligation otherwise existing under the Employment Agreement except to the extent specifically provided for herein.

2. The validity, interpretation, construction and performance of this Amendment and the Employment Agreement, as amended herein, shall be governed by the laws of the State of Texas, without giving effect to the conflict of laws principles of such State.

3. This Amendment 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.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

OPEN LENDING CORPORATION

By: /s/ John Flynn

Name: John Flynn

Title: Chief Executive Officer

EXECUTIVE

/s/ Charles D. Jehl

Charles D. Jehl

[Signature Page to Amendment to Employment Agreement]

OPEN LENDING CORPORATION
SENIOR EXECUTIVE CASH INCENTIVE BONUS PLAN

1. Purpose

This Senior Executive Cash Incentive Bonus Plan (the “*Incentive Plan*”) is intended to provide an incentive for superior work and to motivate eligible executives of Open Lending Corporation (the “*Company*”) and its subsidiaries toward even higher achievement and business results, to tie their goals and interests to those of the Company and its stockholders and to enable the Company to attract and retain highly qualified executives. The Incentive Plan is for the benefit of Covered Executives (as defined below).

2. Covered Executives

From time to time, the Compensation Committee of the Board of Directors of the Company (the “*Compensation Committee*”) may select certain key executives (the “*Covered Executives*”) to be eligible to receive bonuses hereunder. Participation in the Incentive Plan does not change the “at will” nature of a Covered Executive’s employment or other service provider relationship with the Company.

3. Administration

The Compensation Committee shall have the sole discretion and authority to administer and interpret the Incentive Plan.

4. Bonus Determinations

(a) Corporate Performance Goals. A Covered Executive may receive a bonus payment under the Incentive Plan based upon the attainment of one or more performance objectives that are established by the Compensation Committee and relate to financial and operational metrics with respect to the Company or any of its subsidiaries (the “*Corporate Performance Goals*”), including the following: cash flow (including, but not limited to, operating cash flow and free cash flow); research and development, publication, clinical and/or regulatory milestones; revenue; earnings before interest, taxes, depreciation and amortization; net income (loss) (either before or after interest, taxes, depreciation and/or amortization); changes in the market price of the Company’s common stock; economic value-added; acquisitions or strategic transactions; operating income (loss); return on capital, assets, equity, or investment; return on sales; total shareholder return; gross or net profit levels; productivity; expense efficiency; margins; operating efficiency; customer satisfaction; working capital; earnings (loss) per share of the Company’s common stock; bookings, new bookings or renewals; sales or market share; coverage decisions; leadership development, employee retention, recruiting, diversity and inclusion and other human resources matters; number of customers, number of new customers or customer references; performance of insurance programs, operating income and/or net annual recurring revenue, any of which may be (A) measured in absolute terms or compared to any incremental increase, (B) measured in terms of growth, (C) compared to another company or companies or to results of a peer group, (D) measured against the market as a whole and/or as

compared to applicable market indices and/or (E) measured on a pre-tax or post-tax basis (if applicable). Further, any Corporate Performance Goals may be used to measure the performance of the Company as a whole or a business unit or other segment of the Company, or one or more product lines or specific markets. The Corporate Performance Goals may differ from Covered Executive to Covered Executive.

(b) Calculation of Corporate Performance Goals. At the beginning of each applicable performance period, the Compensation Committee will determine whether any significant element(s) will be included in or excluded from the calculation of any Corporate Performance Goal with respect to any Covered Executive. In all other respects, Corporate Performance Goals will be calculated in accordance with the Company's financial statements, generally accepted accounting principles, or under a methodology established by the Compensation Committee at the beginning of the performance period and which is consistently applied with respect to a Corporate Performance Goal in the relevant performance period.

(c) Target; Minimum; Maximum. Each Corporate Performance Goal shall have a "target" (i.e., 100 percent attainment of the Corporate Performance Goal) and may also have a "minimum" hurdle and/or a "maximum" amount.

(d) Bonus Requirements; Individual Goals. Except as otherwise set forth in this Section 4(d): (i) any bonuses paid to Covered Executives under the Incentive Plan shall be based upon objectively determinable bonus formulas that tie such bonuses to one or more performance targets relating to the Corporate Performance Goals, (ii) bonus formulas for Covered Executives shall be adopted in each performance period by the Compensation Committee and communicated to each Covered Executive at the beginning of each performance period and (iii) no bonuses shall be paid to Covered Executives unless and until the Compensation Committee makes a determination with respect to the attainment of the performance targets relating to the Corporate Performance Goals. Notwithstanding the foregoing, the Compensation Committee may adjust bonuses payable under the Incentive Plan based on achievement of one or more individual performance objectives or pay bonuses (including, without limitation, discretionary bonuses) to Covered Executives under the Incentive Plan based on individual performance goals and/or upon such other terms and conditions as the Compensation Committee may in its discretion determine.

(e) Individual Target Bonuses. The Compensation Committee shall establish a target bonus opportunity for each Covered Executive for each performance period. For each Covered Executive, the Compensation Committee shall, in its discretion, have the authority to apportion the target award so that a portion of the target award shall be tied to attainment of Corporate Performance Goals and a portion of the target award shall be tied to attainment of individual performance objectives, if desired.

(f) Service Requirement. Subject to any additional terms contained in a written agreement between the Covered Executive and the Company, the payment of a bonus to a Covered Executive with respect to a performance period shall be conditioned upon the Covered Executive's continuous service with the Company on the bonus payment date, unless otherwise determined by the Compensation Committee. If an executive becomes a Covered Executive and participant in the Incentive Plan during a performance period and was not employed or providing services for the entire performance period, the Compensation Committee may pro rate the bonus based on the number of days employed or providing services during such period.

5. Timing of Payment

(a) With respect to Corporate Performance Goals established and measured on a basis more frequently than annually (e.g., quarterly or semi-annually), the Corporate Performance Goals will be measured at the end of each performance period after the Company's financial reports with respect to such period(s) have been published. If the Corporate Performance Goals and/or individual goals for such period are met, payments will be made as soon as practicable following the end of such period, but not later than March 15 of the year following the fiscal year in which such performance period ends.

(b) With respect to Corporate Performance Goals established and measured on an annual or multi-year basis, Corporate Performance Goals will be measured as of the end of each such performance period (e.g., the end of each fiscal year) after the Company's financial reports with respect to such period(s) have been published. If the Corporate Performance Goals and/or individual goals for any such period are met, bonus payments will be made as soon as practicable, but not later than two and one half (2-1/2) months after the end of the relevant fiscal year.

(c) For the avoidance of doubt bonuses earned at any time in a fiscal year must be paid no later than two and one half (2-1/2) months after the last day of such fiscal year.

6. Amendment and Termination

The Company reserves the right to amend or terminate the Incentive Plan at any time in its sole discretion.

OPEN LENDING CORPORATION
NON-EMPLOYEE DIRECTOR COMPENSATION
POLICY

The purpose of this Non-Employee Director Compensation Policy (the “**Policy**”) of Open Lending Corporation (the “**Company**”), is to provide a total compensation package that enables the Company to attract and retain, on a long-term basis, high-caliber directors who are not employees or officers of the Company or its subsidiaries (“**Outside Directors**”). Members of the Board who are employed by or otherwise affiliated with any private equity firm or company which is an investor in the Company (“**Investor Directors**”) will not be eligible to receive any cash retainers or other form of compensation in connection with their service on the Board. This Policy will become effective as of the effective time of the registration statement for the Company’s initial public offering of equity securities (the “**Effective Date**”).

In furtherance of the purpose stated above, all Outside Directors, except for any Investor Directors, shall be paid compensation for services provided to the Company as set forth below:

Cash Retainers

The Company shall pay cash retainers to the members of its Board (the “**Board**”) and the committees thereof as set forth below, such retainers to be (i) paid for the directors’ general availability and participation in meetings and conference calls, (ii) paid quarterly in arrears and (iii) pro-rated based on the number of actual days served by the director on the Board or applicable committee during such calendar quarter or year.

<u>Annual Retainer for Board Membership:</u>	\$50,000
<u>Additional Annual Retainers for Committee Chairs:</u>	
Audit Committee Chair:	\$15,000
Compensation Committee Chair:	\$10,000
Nominating and Corporate Governance Committee Chair:	\$10,000

Note: Committee chair retainers are in addition to retainers for members of the Board. No additional compensation will be paid for attending any Board meetings or other individual committee meetings of the Board.

Equity Retainers

Initial Award: An initial, one-time restricted stock unit award (the “**Initial Award**”) with a Value (as defined below) of \$50,000 will be granted to each new Outside Director upon his or her election to the Board, which shall vest in full on the first anniversary of the date of grant, provided, however, that all vesting shall cease if the director resigns from the Board or otherwise ceases to serve as a director of the Company and the Initial Award will be forfeited. This Initial Award applies only to Outside Directors who are first elected to the Board subsequent to the

Effective Date. If a new Outside Director joins the Board on a date other than the date of the Annual Meeting of Stockholders of the Company following the Effective Date (the “**Annual Meeting**”), then such Outside Director will be granted a pro-rata portion of the Initial Award based on the time between such Outside Director’s appointment and the next Annual Meeting (provided, that for any Outside Director who served on the Board during the calendar year that this Policy is adopted, no such proration shall apply to the Initial Award). Such grant shall occur as soon as administratively practicable following such Outside Director’s appointment to the Board.

Annual Award: On each date of each Annual Meeting following the Effective Date, each continuing Outside Director, other than a director receiving an Initial Award, will receive an annual restricted stock unit award (the “**Annual Award**”) with a Value of \$50,000, which shall vest in full upon the earlier of (i) the first anniversary of the date of grant or (ii) the date of the next Annual Meeting; provided, however, that all vesting shall cease if the director resigns from the Board or otherwise ceases to serve as a director, unless the Board determines that the circumstances warrant continuation of vesting.

Value: For purposes of this Policy, “**Value**” means with respect to any award of restricted stock or restricted stock units the product of (A) the closing market price on Nasdaq Global Market (or such other market on which the Company’s common stock is then principally listed) of one share of the Company’s common stock on the grant date, and (B) the aggregate number of shares of common stock underlying such award.

Sale Event Acceleration: All outstanding Initial Awards and Annual Awards held by an Outside Director shall become fully vested and nonforfeitable upon a Sale Event (as defined in the Company’s 2020 Stock Option and Incentive Plan).

Expenses

The Company will reimburse all reasonable out-of-pocket expenses incurred by non-employee directors in attending meetings of the Board or any committee thereof.

Adopted: November 5, 2020.