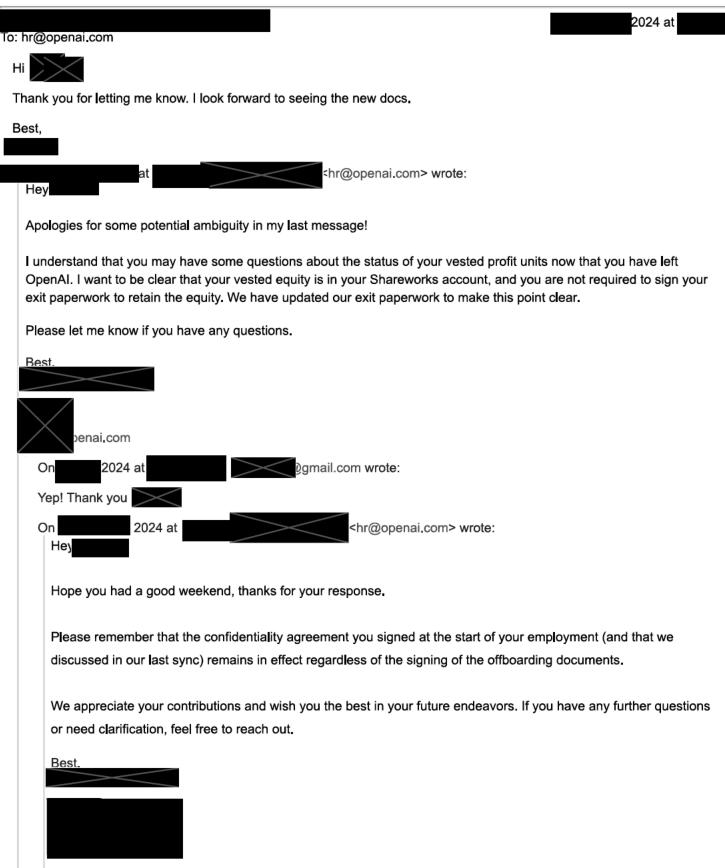


Re: I'm quitting





@gmail.com wrote:

Hi >><

I've looked this over and thought about it for a while and have decided to decline to sign. As previously mentioned, I want to reserve the right to criticize OpenAI in service of the public good and OpenAI's own mission, and signing this document appears to limit my ability to do so. I certainly don't intend to say anything false, but it seems to me that I'm currently being asked to sign away various rights in return for being allowed to keep my vested equity. It's a lot of money, and an unfair choice to have to make, but I value my right to constructively criticize OpenAI more. I appreciate your warmth towards me in the exit interview and continued engagement with me thereafter, and wish you the best going forward.

Thanks,

P.S. I understand your position is that this is standard business practice, but that doesn't sound right, and I really think a company building something anywhere near as powerful as AGI should hold itself to a higher standard than this - that is, it should aim to be genuinely worthy of public trust. One pillar of that worthiness is transparency, which you could partially achieve by allowing employees and former employees to speak out instead of using access to vested equity to shut down dissenting concerns.

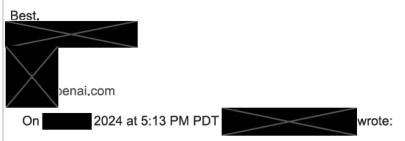


Note that the General Release and Separation Agreement requires your signature within 7 days from your notification date. The 7 days stated in the General Release supersedes the 60 day signature timeline noted in your separation letter. We had granted a 7 day extension from Friday (**1** will send updated paperwork and I've rescinded the last version, note the only difference is the date).

RE: Confidentiality - There's no new obligations, rather the language in the offboarding paperwork is a reminder of your past confidentiality agreement that you've signed when onboarding that persists beyond your formal employment.

RE: Disparagement, this is a standard inclusion in offboarding paperwork at companies given the natural association / additional weight put in one's statement as a former employee of a company. This language is included in the unforeseen situation you were to make a dishonest or harmful statement specific to OpenAI.

Please let me know if you have any additional questions!

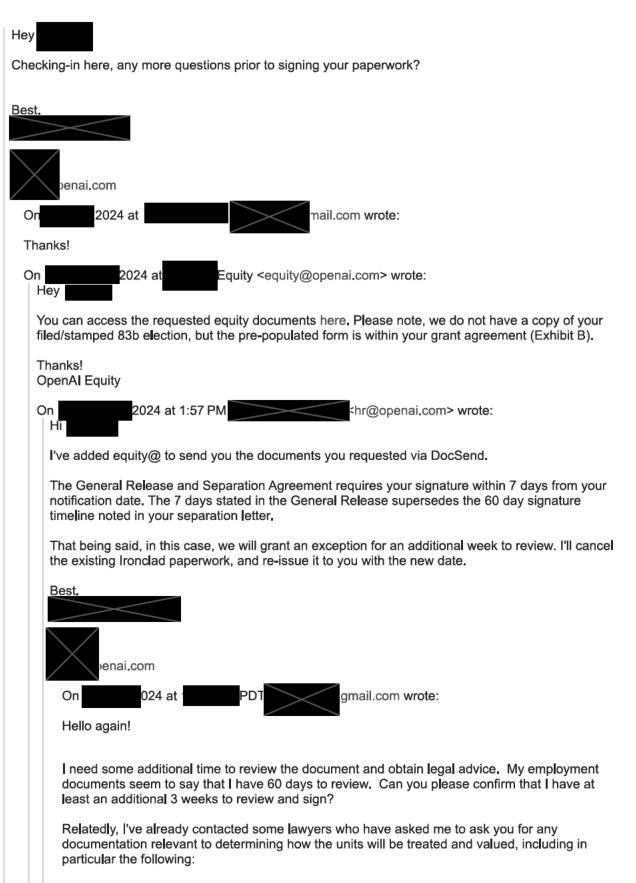


Hey, thanks for checking in -- yes actually, I do have questions. First of all I feel a bit rushed by this & would like additional time, and it seems like I should have up to 60 days, right? Please confirm that I can have an additional week.

Secondly, I can't tell if the confidentiality provisions add anything new over and above what I already signed when I joined OpenAI. Can you please list and explain what **new** obligations I'd be taking on, by signing this agreement?

Finally, I'm concerned about the non-disparagement provision. I wish to reassure you that I don't currently intend to prioritise criticizing OpenAI going forward, but I definitely want to reserve the right to do so -- as you may remember from my exit interview, the main reason I left OpenAI is because I don't trust OpenAI to behave responsibly! Can you please say more about why this is part of the agreement and what you consider to be a violation of this provision?

Or	202	24 at 8:11 AM	<hr@openai.com> wrote:</hr@openai.com>
- I •	equity alias		



 All grant agreements which have been issued to me (including any letters or other communications related thereto) and any 83b elections which were filed;
The final Plan and any amendments (including any letters or other communications related thereto);

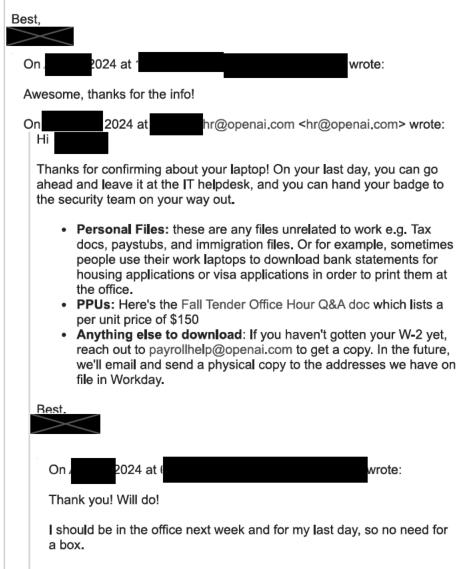
3. Operating Agreement for Aestas (and any amendments)

4. Operating Agreement for Aestas Management, LLC (and any amendments)



Happy Friday! I'm reaching out to confirm that I've just sent your Ironclad paperwork to the personal email address we have on file (cc'd).

Please don't hesitate to reach out if you have any questions!



Q: What counts as my personal files? There's a bunch of small docs I wrote mostly to myself, is that what you mean? I also generated a bunch of dalle images two years ago.

Q: I just logged into Shareworks for the first time -- it doesn't seem to show how much my units are worth (i.e. how much it would have sold for had I been eligible to sell it at the most recent tender) I haven't paid attention to this stuff at all so far because I wasn't eligible. How do I find out that info?

Q: thanks for the tip re downloading paystubs. Without your warning I totally wouldn't have thought of that. Is there anything else I might want to download before I lose access?

Best,

On Thu, Apr 4, 2024 at 5:05 PM hr@openai.com <hr@openai.com> wrote:



Thank you for letting us know about your resignation. I'm sharing

information below to outline some important details about your

separation from OAI. Please don't hesitate to reach out if you have

any questions!

1. Workday Access

- a. Please make sure to update Workday with your preferred contact mailing address & email address before your last day! You can email hr@ with future updates.
- b. You will not have access to Workday after your last day, so be sure to download all your pay stubs if you'd like the copies.

2. Laptop & Keycard

- a. Please remember to remove your personal files from your device, including signing out of any personal accounts.
- b. Please let us know if you'll be in the office on your last day; otherwise we'll send a box to collect your laptop and badge.

3. Equity

- a. If you have any time-vested Units, you will be able to hold onto them as long as you complete all exit paperwork. Your time-vested Units may become eligible for a subsequent former employee tender offer as long as you have held the Units for at least two years from the Grant Date, provided you do not breach any terms of your exit paperwork.
- b. Since you will no longer have Shareworks access via single sign-on, you can either:
 - i. Use the 'Forgot Username' and 'Forgot Password' functionality on the external Shareworks site in order to have your Account Number and Temporary Password sent to your personal email address on file, or
 - ii. You can call the Shareworks Participant Services Group to receive your Account Number and Temporary Password to login to the external Shareworks site. The Shareworks Participant Services Group can be reached from 8 a.m. to 8 p.m. ET, Monday – Friday: 1.877.380.7793
- 4. Offboarding Paperwork: you'll receive an offboarding packet

from Ironclad on your last day containing the following:

- a. *Resignation Letter:* this will constitute your formal resignation from OpenAI.
- b. *General Release:* this is a general release of claims as we formally end the employment relationship.
- c. Separation Letter and CIIA Termination Certificate: the Separation Letter will include OpenAI's acceptance of your resignation, as well as some of the terms of your separation. The CIIA Termination Certificate will be attached to the Confidential Information and Invention Assignment Agreement that you signed during onboarding and reiterates your compliances with the terms of the CIIA, particularly in regard to the treatment of confidential information.
- d. *IP Exit Memo:* the document confirming that you were communicated what information should and should not be considered confidential after your departure.



To unsubscribe from this group and stop receiving emails from it, send an email to hr+unsubscribe@openai.com.