



██████████ 2024

Subject: Notice of Change in Employment Status with OpenAI OpCo, LLC

Dear ██████████

This letter confirms that we have received notice of your voluntary resignation from OpenAI OpCo, LLC (“OpenAI”) and your employment will end on ██████████ 2024 (the “Termination Date”).

You will receive payment for your remaining earnings, less applicable tax withholdings, on your last day of employment unless you resigned without providing at least 72-hours notice.

Any units in Aestas Management Company, LLC (“Units”) previously granted to you will cease vesting on the last day of your employment. Please refer to your Shareworks account to view your equity holdings. If you have any equity-related questions, please contact equity@openai.com.

Reference is made to that Amended and Restated Limited Liability Company Agreement of Aestas Management Company, LLC, dated ██████████ 2023 (as amended, restated and/or otherwise modified from time to time, the “LLC Agreement”), the Amended and Restated Limited Liability Company Agreement of Aestas, LLC, dated ██████████ 2023 (as amended, restated and/or otherwise modified from time to time, the “Aestas LLC Agreement”) and those certain Unit Grant Agreements by and between you and Aestas Management Company, LLC or Aestas LLC (f/k/a Aestas LP or OpenAI Holdings, LP) evidencing grants of the Units (the “Unit Grant Agreements”).

If you have any vested Units, pursuant to Section 4 of the Unit Grant Agreements, you are required to sign a release of claims agreement within 60 days in order to retain such Units. If applicable, such agreement will be provided to you.

Notwithstanding anything in the Unit Grant Agreements, the LLC Agreement or the Aestas LLC Agreement to the contrary, the Manager of Aestas Management Company, LLC hereby deems you a “Withdrawn Member” as of the Termination Date and your termination of employment shall constitute a “Withdrawal Event”, in each case, within the meaning of the LLC Agreement and the Aestas LLC Agreement.

Please let OpenAI know immediately by emailing accounting@openai.com if you have unfiled expense reports so we can process them as quickly as possible.

You must promptly return your office key card(s), any company-owned laptop(s) or peripherals, and any other company property to us. We will contact you to make arrangements to return those items.

OpenAI sponsored medical, dental, and/or vision plan coverage will end on the last day of the calendar month in which you separate from OpenAI. Options to continue those benefits at your own expense (also known as COBRA), if you are eligible for them, will be mailed to the address you have on file in Workday.

You will need to keep the company informed of your contact information so that we are able to provide the information you may need in the future such as your W-2 form. Please let OpenAI know as soon as possible if



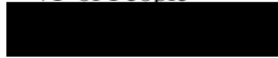
your personal email address and/or mailing address in Workday are not correct, or you may login to Workday and update that information directly.

Please let me know if we can assist you during this transition, and thank you again for your contributions to OpenAI.

Sincerely,

A handwritten signature in cursive script, appearing to read "Diane Yoon".

Diane Yoon
VP of People



Received and Acknowledged by:

Name: 

OpenAI GP, L.L.C.

By: *Jason Kwon*

Name: Jason Kwon

Title: General Counsel



GENERAL RELEASE

This General Release (hereinafter referred to as “Agreement”) is made and entered into by and between [REDACTED] (hereafter referred to as “Employee”), and OpenAI OpCo, LLC (hereafter referred to as “OpenAI”).

WHEREAS, Employee was employed by OpenAI until [REDACTED] 2024, when the employment relationship terminated (the “Termination Date”);

WHEREAS, OpenAI and Employee have agreed to settle fully and finally any and all claims of Employee arising out of or related to Employee’s employment with OpenAI and Employee’s termination therefrom;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, and to avoid unnecessary litigation, it is hereby agreed by and between OpenAI and Employee (jointly referred to as “the Parties”) as follows:

1. In consideration for this Agreement:
 - a. Employee will retain all equity Units, if any, vested as of the Termination Date pursuant to the terms of the applicable Unit Grant Agreements.
2. Employee agrees that the foregoing shall constitute an accord and satisfaction and a full and complete settlement of Employee’s claims, shall constitute the entire amount of monetary consideration, including any equity component (if applicable), provided to Employee under this Agreement, and that Employee will not seek any further compensation for any other claimed damage, outstanding obligations, costs or attorneys’ fees in connection with the matters encompassed in this Agreement. Employee agrees that, unless expressly agreed otherwise pursuant to a written agreement between Employee and OpenAI, (i) all unvested equity interests shall expire pursuant to the terms of the applicable limited partnership agreements of OpenAI and/or its affiliates, (ii) Employee has no right, title or interest with respect to any equity interests in OpenAI or its affiliates unless such equity interests are expressly covered under Section 1 above (and if so, the retention of such equity interests by Employee will also remain subject to the effectiveness and non-revocation of this Agreement). For clarity, the terms "monetary" or "payment," as used in this Agreement, may refer to direct or indirect equity interests in OpenAI or any of its affiliates, in addition to cash or cash equivalents.
3. Employee acknowledges and agrees that OpenAI has made no representations to Employee regarding the tax consequences of any amounts received by Employee pursuant to this Agreement (including without limitation any equity interests of OpenAI and/or its affiliates, if applicable).



Employee agrees to pay federal or state taxes that are required by law to be paid by Employee with respect to this Agreement.

4. This paragraph intentionally left blank.
5. Employee represents that Employee will not file (or ask or allow anyone to file on Employee's behalf), any charge, complaint, claim or lawsuit of any kind in connection with any claim released by this Agreement. This provision shall not apply, however, to any nonwaivable charges or claims brought before any governmental agency. With respect to any such non-waivable claims, Employee agrees to waive Employee's right (if any) to any monetary or other recovery should any governmental agency or other third party pursue any claims on Employee's behalf, either individually, or as part of any collective action. Nothing herein shall preclude Employee from filing any charges with, giving information to, or fully participating in, any claim, hearing or investigation before any state or federal agency, including but not limited to, the Equal Employment Opportunity Commission or the National Labor Relations Board, nor shall anything herein preclude any claim Employee may file alleging that the waiver of claims under the Age Discrimination in Employment Act of 1967 ("ADEA") was not knowing or voluntary.
6. Employee, without limitation, hereby irrevocably and unconditionally releases and forever discharges OpenAI, its officers, agents, directors, supervisors, employees, representatives, equity holders, affiliates, attorneys, successors and assigns, and all persons acting by, through, under, or in concert with any of them (all of the foregoing, collectively, the "Releasees"), from any and all charges, complaints, claims, causes of action, debts, demands, sums of money, controversies, agreements, promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, anticipated or unanticipated (hereinafter referred to as "claim" or "claims"), arising from conduct occurring on or before the date of this Agreement, including without limitation any claims incidental to or arising out of Employee's employment with OpenAI or the termination thereof. It is expressly understood by Employee that among the various rights and claims being waived in this release are those arising under the ADEA (29 U.S.C. S 621. et seq.), Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, the Equal Pay Act of 1963, the Americans With Disabilities Act, the Civil Rights Act of 1866, the Older Workers Benefit Protection Act, the Family and Medical Leave Act, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, and/or any other federal, state or local law or regulation that may be released by private agreement, as well as any claims asserting wrongful termination, constructive discharge, breach of contract, breach of the implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, fraud, violation of public policy, whistleblowing (under federal or state law), invasion of privacy, discrimination, harassment, retaliation, and claims related to disability. Released claims shall also include, but not be limited to, claims for severance pay, bonuses, sick leave, vacation pay, life or health insurance, or any



additional compensation or other fringe benefit. Employee likewise releases the Releasees from any and all obligations for attorneys' fees, costs, penalties and interest incurred in regard to the above claims or otherwise. Notwithstanding the foregoing, released claims shall not include any claims which by law cannot be waived, such as claims for workers' compensation benefits, unemployment insurance benefits, or any statutory right to be indemnified for necessary expenditures or losses incurred in the discharge of Employee's duties under California Labor Code Section 2802. This provision is intended by the Parties to be all encompassing and to act as a full and total release of any claim, whether specifically enumerated herein or not, that Employee might have or has had, that exists or ever has existed on or to the date of this Agreement.

7. The Parties understand the word "claim" or "claims" to include without limitation all actions, claims and grievances, whether actual or potential, known or unknown, related, incidental to or arising out of Employee's employment with OpenAI and the termination thereof. All such claims, including related attorneys' fees and costs, are forever barred by this Agreement and without regard to whether those claims are based on any alleged breach of a duty arising in contract or tort; any alleged unlawful act, any other claim or cause of action; and regardless of the forum in which it might be brought. In addition, Employee acknowledges that Employee has been advised to consult with legal counsel and is familiar with the provisions of section 1542 of the California Civil Code, which is set forth as follows:

Section 1542: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Employee, being aware of such code section, expressly agrees to waive any rights Employee may have thereunder, as well as under any other statute or common law principles of similar effect to the full extent that Employee may lawfully waive all such rights.

8. This paragraph intentionally left blank.
9. Employee understands and agrees that Employee executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of OpenAI or any third party, with the full intent of releasing all of Employee's claims against OpenAI and any of the other Releasees. Employee acknowledges that Employee:
 - a. has read this Agreement;
 - b. has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Employee's own choice or has elected not to retain legal counsel;



- c. understands the terms and consequences of this Agreement and of the releases it contains;
and
 - d. is fully aware of the legal and binding effect of this Agreement.
10. Employee agrees that Employee will now and forever keep the terms and monetary settlement amount of this Agreement completely confidential, and that Employee shall not disclose such to any other person directly or indirectly. Notwithstanding the foregoing, Employee may disclose the terms and monetary settlement amount of this Agreement to Employee's attorney, tax advisor, accountant and immediate family (defined as and limited to spouse, domestic partner, parents, and children) who shall be advised of its confidentiality. Should any of the foregoing individuals disclose the terms and/or monetary settlement amount of this Agreement to any other person, such shall be considered an indirect disclosure in breach of this provision for which Employee shall be liable. However, nothing in this section or this Agreement prohibits Employee from disclosing this Agreement or its terms if required to do so by law provided that such compliance does not exceed that required by the law, if required to do so by regulation or order if it is necessary to prosecute or defend an alleged breach of this Agreement, or from exercising protected rights, including the right to engage in protected concerted activity under the National Labor Relations Act (NLRA), to the extent that such rights cannot be waived by agreement. Employee is not precluded by this section or this Agreement from disclosing any information related to sexual harassment or abuse except in cases in which the Employee is the accused harasser.
11. Employee agrees that the failure to comply with the terms of paragraph 10 above or paragraph 12 below, or the confidentiality, non-disparagement, non-competition, and non-solicitation obligations set forth in this Agreement shall amount to a material breach of this Agreement which will subject Employee to the liability for all damages OpenAI might incur. In the event of such a breach, OpenAI will be entitled to all legal and equitable remedies available, including, but not limited to, injunctive relief. Further, if OpenAI establishes a breach of this Agreement, Employee acknowledges and agrees that OpenAI shall be entitled to recover from Employee any payments made to Employee under this Agreement (including without limitation any equity interests of OpenAI and/or its affiliates), as well as all reasonable attorneys fees and costs incurred by OpenAI in a successful proceeding to enforce the Agreement.
12. Employee specifically acknowledges that Employee's employment by OpenAI created a relationship of trust between Employee and OpenAI with respect to any information of a confidential or secret nature of which Employee became aware during the period of Employee's employment and which (i) relates to the business of OpenAI, or to the business of any portfolio company, founder, partnership, fund or other affiliated entity, customer, vendor or supplier of OpenAI; or (ii) is processed by OpenAI and has been created, discovered or developed by, or has otherwise become known to OpenAI that has commercial value to, or is private and confidential with respect to, the business in which OpenAI is engaged. All such information is hereinafter called "proprietary information." Proprietary information also shall include, but not be limited to, that



information as defined in the Confidential Information and Invention Assignment Agreement Employee signed upon beginning employment at OpenAI (attached hereto as **Exhibit A**). By way of illustration, and not in limitation, proprietary information includes trade secrets, processes, computer programs, data, know how, strategies, forecasts, portfolio company data, policies, operational procedures, staffing, practices, contract provisions and philosophies. At all times Employee will keep in confidence and trust all such proprietary information and will not use or disclose any such proprietary information or anything relating to it without the prior written consent of OpenAI's Chief Operating Officer. Employee hereby agrees that all proprietary information shall be the sole and exclusive property of OpenAI and its assigns. Employee further acknowledges and agrees that the confidentiality provisions and obligations set forth in Employee's Employment Agreement and/or Employee's Confidential Information and Invention Assignment Agreement with OpenAI remain in full force and effect and are unaffected by this Agreement.

13. Employee will deliver to OpenAI all documents, data, and proprietary information of any nature pertaining to OpenAI or its affiliated entities (including portfolio companies), and will not take from OpenAI or its affiliated companies any documents or data of any description or any reproduction containing or pertaining to any proprietary information nor utilize same.
14. Employee agrees not to interfere with OpenAI's relationship with current or prospective employees, current or previous founders, portfolio companies, suppliers, vendors or investors. Employee also agrees to refrain from communicating any disparaging, defamatory, libelous, or derogatory statements, in a manner reasonably calculated to harm OpenAI's reputation, to any third party regarding OpenAI or any of the other Releasees. Notwithstanding anything to the contrary, this section and this Agreement do not, in any way, restrict or impede the Employee from exercising protected rights, including the right to engage in protected concerted activity under the NLRA, to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. The Employee shall promptly provide written notice of any such order to HR@openai.com. Employee further agrees that Employee will not hold themselves out as an agent of OpenAI, or as having any authority to bind OpenAI.
15. This Agreement and compliance with this Agreement shall not be construed as an admission by OpenAI of any liability whatsoever, or as admission by OpenAI of any violation of the rights of Employee, or the violation of any order, law, statute, duty or contract whatsoever. OpenAI specifically disclaims any liability to Employee for any alleged violation of the rights of Employee, or for any alleged violation of any order, law, statute, duty or contract on the part of OpenAI, or its employees or agents.
16. The Parties hereto represent and acknowledge that in executing this Agreement they do not rely and have not relied upon any representation or statement made by any of the Parties or by any of



the Parties' agents, attorneys or representatives with regard to the subject matter or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement.

17. This Agreement shall be binding upon the Parties and upon their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors, and assigns. Employee expressly warrants that Employee has not transferred to any person or entity any rights or causes of action, or claims released by this Agreement.
18. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be effected thereby and said illegal, unenforceable, or invalid term, part or provision shall be deemed not to be a part of this Agreement.
19. With the exception of any agreement with OpenAI pertaining to proprietary, trade secret or other confidential information and/or the ownership of inventions, all of which shall remain in full force and effect and is unaffected by this Agreement, this Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings, written or oral, between the Parties pertaining to the subject matter hereof. This Agreement may only be amended or modified by a writing signed by the Parties. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.
20. The Parties shall each bear their own costs and attorneys' fees incurred in connection with this Agreement.
 - a. THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, AND ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO ARBITRATION IN SAN FRANCISCO COUNTY, BEFORE JAMS ("JAMS"), PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES & PROCEDURES ("JAMS RULES"). THE ARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH CALIFORNIA LAW, INCLUDING THE CALIFORNIA CODE OF CIVIL PROCEDURE, AND THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL CALIFORNIA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO ANY CONFLICT-OF-LAW PROVISIONS OF ANY JURISDICTION. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH CALIFORNIA LAW, CALIFORNIA LAW SHALL TAKE PRECEDENCE. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION. THE PARTIES AGREE THAT THE PREVAILING PARTY IN ANY ARBITRATION



SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE THE ARBITRATION AWARD. THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTS AND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE COUNSEL FEES AND EXPENSES; PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF (OR ANY OTHER PROVISIONAL REMEDY) FROM ANY COURT HAVING JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER OF THEIR DISPUTE RELATING TO THIS AGREEMENT AND THE AGREEMENTS INCORPORATED HEREIN BY REFERENCE. SHOULD ANY PART OF THE ARBITRATION AGREEMENT CONTAINED IN THIS PARAGRAPH CONFLICT WITH ANY OTHER ARBITRATION AGREEMENT BETWEEN THE PARTIES, THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT SHALL GOVERN. THIS ARBITRATION REQUIREMENT DOES NOT PRECLUDE EMPLOYEE FROM FILING A CHARGE OR COMPLAIN WITH A GOVERNMENT AGENCY OR FROM COMMUNICATING WITH ANY GOVERNMENT AGENCIES OR OTHERWISE PARTICIPATING IN ANY INVESTIGATION OR PROCEEDING THAT MAY BE CONDUCTED BY ANY GOVERNMENT AGENCY. HOWEVER, EMPLOYEE IS WAIVING HIS OR HER RIGHT TO ANY FURTHER MONETARY OR OTHER RECOVERY FROM OPENAI FOR PARTICIPATING IN ANY SUCH INVESTIGATION OR PROCEEDING.

21. In the event that either Party brings an action to enforce or affect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.
22. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties.
23. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California without giving effect to any choice-of-law rules or principles that may result in the application of the laws of any jurisdiction other than California.
24. Employee understands that this Agreement shall be null and void if not executed by him/her within seven (7) days. This Agreement will become effective on the later of the date it has been signed by both Parties or the Termination Date (the "Effective Date").



25. This Agreement may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any purpose.

[Signature Page Follows]



OpenAI OpCo, LLC

By:

Bradford Lightcap

Name: Bradford Lightcap

Title: Chief Operating Officer

Employee

By:

Name: [REDACTED]