



May 9, 2022

Via Hand Delivery or Personal Email, and DocuSign to ingusmat@gmail.com

Matthew J. Burleson
9408 Sunrise Ln.
Davison, Michigan 48423

Dear Matthew:

I write about your separation from Vroom Automotive, LLC ("Company"). This agreement ("Agreement") refers to the Company and you as the "Parties."

1. **Separation.** As discussed, your employment with the Company will terminate on May 23, 2022 ("Separation Date").
2. Whether or not you sign this Agreement, the following benefits will be paid or provided to you:
 - a. **Wages.** You will be paid any wages earned through your Separation Date. Wages will include any overtime and commissions earned, and if required under applicable law, any accrued, but unused paid time off and/or holiday pay. Wages will be paid on the normal payroll cycle less any customary deductions and taxes.
 - b. **Benefits.** Any medical, dental, and vision benefits that you elected will continue through the end of the month in which your Separation Date occurs. You will receive a separate letter about your ability to elect continued health coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). All life and disability coverage ends on the Separation Date. You will also receive in a separate document information about your ability to convert such coverage to individual policies.
 - c. **Expenses.** You will be reimbursed by the Company for any reasonable and customary business expenses as approved and outlined in Vroom's business expense policy. You agree to submit all expenses you claim are due immediately. Vroom cannot reimburse you for expenses that you do not submit for approval with appropriate documentation.
3. **Severance Payments.** Provided that you (i) sign and return this Agreement to the Company on or before June 23, 2022, (ii) do not revoke this Agreement, and (iii) comply with this Agreement, the Company shall provide you with the compensation and benefits set forth below in this Paragraph ("Severance Payments"). The Severance Payments are in full satisfaction of any compensation, benefits, and other obligations of the Company to you. Severance Payments shall be:
 - a. Ten Thousand Three Hundred Eighty Four Dollars and Sixty Two Cents (\$10,384.62), representing 4.00 weeks of salary and subject to applicable tax withholding, which will be paid to you in biweekly installments in the same manner as your regular payroll beginning no later than the earliest practical payroll date after the Effective Date of the Agreement.

- b. The Company shall make available to you professional outplacement services delivered by Right Management Associates (“Right”) for a period of two month(s) as long as your initial meeting with Right occurs no later than thirty (30) days after you sign this Agreement. To initiate the professional outplacement services with Right, you will need to contact Marc Auclair by telephone at 514-616-2784 or by email at Marc.Auclair@right.com.
 - c. If you (i) properly elect healthcare continuation coverage under the Company’s group health insurance plans pursuant to COBRA, to the extent that you are eligible to do so, and (ii) pay your portion of the applicable premiums in the same amount you otherwise would have paid had you remained employed, then the Company shall directly pay or, at its election, reimburse you for COBRA premiums for you and your covered dependents (in an amount determined based on the same benefit levels as would have applied if your employment had not been terminated and on your elections in effect on the Separation Date) for a period of one month(s) from the Separation Date. You further agree to provide timely notice if you become eligible for medical benefits with a new employer.
- 4. You understand and agree that except for the compensation specifically described in this Agreement, you shall receive no other payments or benefits from the Company. You represent and confirm that you have received all salary, wages, commissions, bonuses, and other compensation due to you through your Separation Date.

5. Release.

- a. In consideration for the Severance Payments, you, on your own behalf and on behalf of your heirs, assigns, and representatives (collectively, “Releasor”), hereby release and forever discharge the Company and each of its parents, subsidiaries, and affiliates, including, without limitation, Vroom, Inc., Vroom Automotive, LLC d/b/a Texas Direct Auto d/b/a Vroom, Nations Drive, LLC, Vroom Logistics, LLC, Vroom Indianapolis LLC d/b/a Vroom, CarStory, LLC, Vast.com Inc. d/b/a CarStory, Vast D.O.O., Vroom Finance Holdings, LLC, Vroom Finance Corporation, Vroom Automotive Finance Corp., Darkwater Funding, LLC, United Auto Equity Corporation, United Auto Credit Corporation, Auto America Technologies LTD, and AAGP, LLC d/b/a Vroom (collectively, “Affiliates”), and its/their respective predecessors, successors, officers, directors, managers, members, partners, equity holders, agents, representatives, vendors, employees, consultants, attorneys, and advisors (collectively, “Releasees”), from any and all claims, counterclaims, demands, debts, actions, causes of action, suits, expenses, costs, attorneys’ fees, damages, indemnities, obligations, and/or liabilities of any nature (“Claims”), whether known or unknown, that Releasor had, has, or later may have against the Releasees, for any matter, cause, or thing from the beginning of the world to the date of this Agreement, including, but not limited to, the following, each as amended if applicable:
 - 1. all such Claims directly or indirectly arising out of or in any way relating to your employment with the Company or the termination of that employment;
 - 2. any Claims arising under any federal, state, or local law, statute, regulation, or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964,

the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, sections 1981 through 1988 of Title 42 of the United States Code, the Equal Pay Act, the Employee Retirement Income Security Act ("ERISA"), the Family and Medical Leave Act, the Immigration Reform and Control Act, the Americans with Disabilities Act, the Workers Adjustment and Retraining Notification Act, the Sarbanes-Oxley Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act, the Genetic Information Nondiscrimination Act, the Immigration Reform and Control Act, the Fair Credit Reporting Act, the National Labor Relations Act;

3. Michigan Bullard-Plawecki Employee Right to Know Act, MCL § 423.501, et seq.; Michigan Elliott-Larsen Civil Rights Act, MCL § 37.2101, et seq.; Michigan Ethnic Intimidation Act, MCL § 750.147b; Michigan Minimum Wage Act, MCL § 408.381, et seq.; Michigan Occupational Safety and Health Act, MCL § 408.1001, et seq.; Michigan Paid Medical Leave Act, MCL § 408.961, et seq.; Michigan Payment of Wages and Fringe Benefits Act, MCL § 408.471, et seq.; Michigan Persons With Disabilities Civil Rights Act, MCL § 37.1101, et seq.; or Michigan Whistleblowers' Protection Act, MCL § 15.361, et seq.; and
4. any Claims arising under any public policy or for breach of contract, express or implied, including any claim for breach of any implied covenant of good faith and fair dealing, wrongful discharge, constructive discharge, discrimination, harassment, retaliation, failure to accommodate, fraud, defamation, intentional tort, interference with contractual relations or prospective business advantage, invasion of privacy, emotional distress, or negligence.

- b. However, nothing in this Agreement releases any claims that Releaser has or may have against the Releasees regarding (i) obligations under this Agreement, including payment of the Severance Payments; (ii) any claims that may arise after the execution of this Agreement; (iii) continued healthcare coverage under an employee health plan pursuant to COBRA or similar state law; (iv) your right to file an administrative charge or complaint with the Equal Employment Opportunity Commission ("EEOC"), the Securities and Exchange Commission, the National Labor Relations Board, or any other federal, state, or local administrative agency, although to the fullest extent permitted by law, you waive any right to monetary damages or other equitable relief related to such a charge or complaint; (v) enforcing your rights to your nonforfeitable accrued benefits (within the meaning of Sections 203 and 204 of ERISA) under the Company's 401(k) plan, which shall continue to be governed by the terms of the 401(k) plan and applicable laws; or (vi) any claim that, as a matter of law, cannot be released by private agreement.

6. **Representation Concerning Filing of Legal Actions.** You represent that, as of the date of this Agreement, you have not filed any lawsuits, complaints, petitions, claims, or other accusatory pleadings against any of the Releasees in any court or with any governmental agency.
7. **Time to Consider; Consultation with Counsel.** You represent that you have hereby been advised to consult independent legal counsel before signing this Agreement, and that you have executed this Agreement after having had the opportunity to consult independent counsel and to consider

the terms of this Agreement for at least forty-five (45) days (though you may execute it earlier if the date is after your Separation Date). You further represent that you have read this Agreement carefully and that you are signing it voluntarily. You agree that any changes to this Agreement do not restart the running of the review period described in this paragraph.

- 8. Your Right to Revoke; Effective Date.** This Agreement is effective on the eighth (8th) day after the date of your signature below ("Effective Date") if you have not exercised your right to revoke this Agreement before such time. You may at any time before the Effective Date revoke this Agreement by delivering written notice of your revocation to the Company. If you revoke this Agreement, you will be considered not to have accepted the Agreement's terms, the Agreement will be void, and you will not receive the Severance Payments.
- 9. Non-Disparagement.** You agree that you shall not ever make, publish, or communicate to any person or entity, or in any public forum any defamatory, maliciously false, or disparaging remarks, comments, or statements concerning the Releasees. However, nothing in this Agreement prevents either Party from (i) enforcing its rights under this Agreement; (ii) making privileged statements to the Party's attorney(s); (iii) exercising protected rights, including under the National Labor Relations Act, or the federal securities laws, including the Dodd-Frank Act, to the extent these rights cannot be waived by agreement; or (iv) complying with any applicable law or regulation, or a valid order of a court of competent jurisdiction or a government agency, as long as such compliance does not exceed what is required by law.
- 10. No Admission.** This Agreement does not constitute an admission of liability or wrongdoing of any kind by you or by any of the Releasees.
- 11. Cooperation.** You agree to reasonably cooperate with any of the Releasees in connection with any claim, dispute, investigation, administrative proceeding, or litigation relating to any matter that happened during your employment with the Company that you were involved in or have knowledge of. This provision is not intended to affect any testimony that you are asked to provide. Rather, you agree to provide truthful information or testimony and otherwise assist any of the Releasees in compliance with any applicable laws.
- 12. Return of Confidential Information and Company Property.** You confirm that you have returned all information and documents containing Confidential Information (defined below) and all other Company property, and that you have deleted any files with Confidential Information in your personal possession or control, including on any personal computer, smartphone, iPad, or other device, or any cloud-based storage service. However, this representation does not apply to any documents and information that you received only in your capacity as a holder of equity in the Company or that you were instructed by counsel for the Company to preserve.

"Confidential Information" means all information relating to Company or Affiliates not generally known by the public or others who they compete or do business with, or plan to compete or do business with. Confidential Information includes, but is not limited to, the Company's and any of its Affiliates' business, technology, practices, products, marketing, sales, services, finances, strategic opportunities, internal strategies, legal affairs (including pending litigation), the terms of business relationships, intellectual property, and patent applications. Confidential Information

also includes, but is not limited to, similar information the Company or Affiliates may have belonging to customers, suppliers, consultants, and others who do business with them.

- 13. Notices.** Any notices, demands, and other communications under this Agreement must be sent to the address(es) listed in this Paragraph, and will be considered delivered upon receipt by personal delivery, one business day after being given to a nationally recognized overnight courier, or two days after being mailed by certified or registered mail with postage prepaid.

if to the Company, to: Vroom Automotive, LLC and legal@vroom.com
1375 Broadway, 11th floor
New York, NY 10018
Attn: Kevin Lashley

if to you, to: your address shown at the top of this Agreement, or any other address
the Company or you designate by written notice to the other.

- 14. Confidentiality.** The Company and you agree that the terms of this Agreement are confidential and shall not be disclosed without the written consent of the Company or its successors or assigns, except to your legal and tax advisors, your immediate family (provided that you shall be responsible for any breach of confidentiality by your family), in response to specific inquiries by the EEOC or similar state agency, or to the extent allowed or required by law. If you are asked or required to disclose this Agreement, you shall promptly notify the Company, if permitted by law, within three business days, and you shall allow the Company to take all lawful steps it considers appropriate to prevent or limit the requested or required disclosure.
- 15. Intended Third-Party Beneficiaries.** The Releasees are intended third-party beneficiaries of this Agreement.
- 16. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, heirs, and representatives; provided, however, that you may not assign, transfer, or delegate your rights or obligations under this Agreement and any attempt to do so shall be invalid.
- 17. Counterparts.** This Agreement may be signed and delivered (including by fax or electronically) in one or more parts. Each of these parts shall constitute an original document, but all of them together shall be considered the same Agreement.
- 18. Severability.** The Parties want this Agreement enforced to the fullest extent allowed by law. If a court with jurisdiction judges any provision of this Agreement invalid, prohibited, or unenforceable for any reason, that provision shall be revised so that it is not invalid, prohibited, or unenforceable. If revision is not possible, such provision shall be considered ineffective, without invalidating the rest of this Agreement or making the Agreement unenforceable.
- 19. Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of New York, without regard to principles of conflicts of laws.

20. Jurisdiction and Venue. The Company and you submit to the jurisdiction of any state or federal court located in New York County, New York, in any action or proceeding arising out of or relating to this Agreement. The Company and you forever waive, to the fullest extent allowed by law, the defense that these courts are an inconvenient forum for such action or proceeding.

21. Merger Clause; Amendment; Headings. This Agreement (including Exhibit A hereto), together with the provisions of and any documents incorporated by reference in your signed offer letter agreement and the Employee Inventions and Proprietary Information Agreement between you and the Company that survive the termination of your employment, is the entire, final agreement of the Parties relating to the Agreement's subject. The Agreement overrides and replaces any oral and written statements. In entering this Agreement, you have not relied on any representations other than those set forth in this Agreement. This Agreement may only be changed, terminated, or waived by a writing signed by the Chief People & Culture Officer of the Company and you. The captions and headings in this Agreement are for convenience only, and do not control the scope or content of any provision of this Agreement.

22. Neutral Interpretation. This Agreement shall be interpreted in a neutral manner, and not more strongly for or against either Party based on the Party that drafted this Agreement.

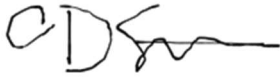
23. WAIVER OF JURY TRIAL. NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, HEIR, OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE DEALINGS OR RELATIONSHIP BETWEEN THE PARTIES. NO PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL SITUATIONS.

24. ACKNOWLEDGEMENT OF FULL UNDERSTANDING. YOU ACKNOWLEDGE AND AGREE

- a. THAT YOU HAVE FULLY READ, UNDERSTAND, AND VOLUNTARILY ENTER INTO THIS AGREEMENT;
- b. THAT YOU HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF YOUR CHOICE BEFORE SIGNING THIS AGREEMENT;
- c. THAT YOUR SIGNATURE BELOW IS AN AGREEMENT TO RELEASE THE COMPANY AND OTHER RELEASEES FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW;
- d. THAT BY SIGNING THIS AGREEMENT YOU ARE NOT WAIVING ANY RIGHTS OR CLAIMS THAT MAY ARISE AFTER YOU HAVE SIGNED THIS AGREEMENT;
- e. THAT THE SEVERANCE PAYMENTS ARE SOMETHING OF VALUE THAT YOU ARE NOT OTHERWISE ENTITLED TO RECEIVE; AND
- f. THAT YOU HAVE RECEIVED THE DISCLOSURE INFORMATION CONTAINED IN EXHIBIT A TO THIS AGREEMENT.

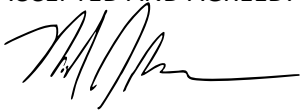
If this Agreement is acceptable to you, please return a signed copy to me **no earlier than your Separation Date and no later than June 23, 2022**. If we do not receive a signed copy of this Agreement within that time, the Company's offer set forth in this Agreement will expire. Thank you for your service to the Company. We wish you much success in the future.

Very truly yours,



Vroom, Inc.
By: C. Denise Stott
Its: Chief People & Culture Officer

ACCEPTED AND AGREED:



Matthew J. Burleson

Date: May 12, 2022