



07/10/2018

Shenghong Wang
One Miramar Street #929491
La Jolla, California 92092

Dear Shenghong:

Welcome to Oath.

Congratulations! On behalf of the Oath family of companies (including Oath Inc., Oath Holdings, Inc., and each of their subsidiaries, affiliates and assigns, "Oath" or the "Company"), I am pleased to offer you a position working in Oath's Sunnyvale office.

Our mission is to Build Brands People Love and we're so excited that you're part of the team. With our brands - like Tumblr, MAKERS, HuffPost and Yahoo Sports and Finance - and our data and technology, we're going to change the world.

Oath will become the #1 mobile media technology company, reaching 2 billion consumers by 2020 with the best brands in the world. You're in for an incredible ride.

Below are the terms and conditions of your offer and employment with Oath Inc. (together with its subsidiaries, affiliates and assigns, "Oath" or the "Company"); please read them carefully

Your Role and Start Date: Your business title will be Software Dev Engineer I, and you will report to Aman Sharma. Your internal job title for compensation, benefits and other purposes may differ from your business title. We look forward to your anticipated first day, 07/23/2018.

Compensation: Your starting annual base salary will be \$120,000.00, less applicable withholdings and deductions. Paydays are on the 15th and the last day of each month. If the 15th or the last day of the month falls on a weekend or bank holiday, payday is the business day before.

Signing Bonus: You will be eligible for a signing bonus in the total amount of \$20,000.00, less applicable withholdings and deductions. The signing bonus will be paid within two pay periods following your first day of employment. You must be actively employed on the payment date to be eligible to receive the signing bonus. In addition, if you resign or are terminated for Cause (as then defined in the Oath Severance Plan) during your first 12 months of employment, you agree that you will repay to the Company the entire net amount of signing bonus amounts received within 30 days of your resignation or termination for Cause.

Annual Bonus Plan: You will also be eligible to participate in an annual incentive bonus plan pursuant to its terms as determined by the Company from time to time. The Company will review its performance and your individual performance to determine your eligibility for a bonus under such plan, if any ("Bonus").

Your target Bonus opportunity as a percentage of your base salary is 10.00%. Any Bonus (and its amount, if a Bonus is paid) and other terms of your participation in any such bonus plan are fully discretionary.

If your start date is on or before September 30 of the current calendar year, your Bonus will be pro-rated for the portion of the year you were employed at the Company in an ABP eligible position. If your start date is after September 30, you won't be eligible to participate in the current year ABP, but you will be eligible to participate in the ABP for the following year, beginning January 1.

Equity Incentive Award: As soon as administratively practicable following your first day of employment with the Company, you will be granted a one-time award of restricted stock units (or other equity-based incentive award) with an aggregate target value

at grant of \$20,000.00. The actual number of units subject to your award will be determined based on the value per share as determined for purposes of your award, and rounded up to the nearest whole unit. Your award will vest over a 3-year period, with one-third (1/3) vesting on each of the first, second and third anniversaries of the grant date, subject to your continued employment through the applicable vesting date and other terms and conditions. Awards are subject to corporate approval and are in all events governed by the plans, agreements and notices under which they are issued. More information about your award (including the award acceptance process, valuation details, and other terms and conditions) will be made available to you after your grant approval date. Following approval, you will be asked to affirmatively accept your grant electronically via Verizon's stock plan administration platform with Fidelity Stock Plan Services (Fidelity). **If you do not affirmatively accept your grant within 45 days after the date that you first receive email notification of your grant from Fidelity, you will forfeit any right to this grant without recourse.**

As part of the award acceptance process, you will be asked to confirm that you have read and understand all of the terms and conditions of your award agreement and the applicable plan document, which will be posted online. Your award agreement will contain certain participant obligations, including non-solicitation obligations that restrict your ability to solicit employees and customers of the Company Group (as defined below). These obligations may affect your conduct during your employment and for a period of time after your termination of employment as specified in your award agreement.

Benefits: The Company Group offers a generous and comprehensive benefits package, including health, disability, and life insurance. You and your family members are eligible to participate in a wide range of benefits subject to and in accordance with the Company Group's eligibility requirements. Employee benefits are subject to change at the sole discretion of the Company Group. As used in this letter, "Company Group" refers to Verizon Communications Inc., together with its subsidiaries (including the Company) and its affiliates, assigns and successors.

Vacation: You are eligible to accrue vacation at the regular Company vacation accrual rate in accordance with the Company's vacation policy (as may be amended from time to time).

Key Employment Conditions: To join the team, you'll need to satisfy a few conditions:

On your first day, you'll need to provide documentary proof of your eligibility to work in the United States. Contact your Onboarding Team if you have any questions about what documents are acceptable for this purpose.

This offer and your continued employment also are contingent upon the satisfactory results of a background check, which may include (without limitation) confirmation of your Social Security number, verification of prior employment, verification of education and a criminal records check. If the results of the background check are not satisfactory or if the Company determines that you have falsified or failed to disclose relevant information on your application, the Company reserves the right to withdraw this offer or terminate your employment.

Along with this offer letter, you'll need to sign and comply with the Confidentiality and Invention Assignment Agreement (the "Confidentiality Agreement") provided with this letter. You agree that acceptance of this offer and your start of employment at the Company also constitutes your agreement to the terms of the Confidentiality Agreement.

You'll be expected to agree and comply with the Company's standards of business conduct (as may be amended from time to time, the "SBC") and all other Company Group policies. As a condition of your employment, you'll need to electronically sign the SBC after you first join the Company, and periodically thereafter as requested by the Company.

Finally, you may have confidential or proprietary information from prior employers that should not be used or disclosed to anyone at Oath. Oath requires that you comply with any existing and/or continuing contractual obligations that you may have with your former employers. By signing this offer letter, you represent that your employment with Oath shall not breach any agreement you have with any third party.

Termination: Your employment with the Company is at-will, meaning that you or the Company may terminate the employment at any time for any reason not prohibited by law, with or without notice or Cause, provided the following conditions are observed and subject to the following consequences.

In the event the Company terminates your employment for Cause or you resign your employment, you shall be entitled as of the termination date to no further compensation under this letter, except for your base salary through the termination date, any accrued, but unused vacation in accordance with Company policy, reimbursement of any expenses properly incurred prior to termination, and any benefits that may be payable upon termination under any of the Company Group's benefit plans.

You will be eligible for severance benefits as provided under the Oath Severance Plan in the event of a qualifying termination of employment, subject to and in accordance with the terms and conditions of the Severance Plan, including your execution and delivery to the Company of a standard separation agreement, which shall contain, among other obligations, a valid release of any

and all claims against the Company Group and its related entities and agents.

Cooperation: During and after your employment, you agree to assist the Company Group, upon its reasonable request, in connection with any litigation, investigation, or other matter involving the Company Group or its directors, officers, employees, shareholders, agents, representatives, clients or vendors. You agree that such assistance may include, but is not limited to, meeting with the Company Group's representatives and legal counsel upon request. Furthermore, you agree not to affirmatively encourage or incite any person or entity in litigation against the Company Group or its affiliates, officers, employees and agents in any manner. Nothing in this letter shall be construed to: (i) prevent you or the Company Group from making truthful statements when required by law, court order, subpoena, or the like, to a governmental agency or body or in connection with any legal proceeding, or prohibit your response to a valid subpoena for documents or testimony or other lawful process; provided, however, that you agree to provide the Company Group with prompt notice of said court order, subpoena, process or the like; (ii) limit your rights that are not legally waivable; or (iii) limit your right and ability to voluntarily file a charge with or participate in any investigation, proceeding or enforcement action conducted by the Equal Employment Opportunity Commission or any government agency.

Defend Trade Secrets Act Notice: Under the Defend Trade Secrets Act of 2016, you shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is (a) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Return of Company Group Property: Company Group property includes, but is not limited to, keys, access cards, purchasing cards, badges, computers, laptops, tablets, phones, mobile devices, corporate credit cards, parking permits and the original and all copies of any written, recorded, or computer readable information about Company Group practices, procedures, trade secrets, customer lists or marketing associated with the Company Group's business, and any other information deemed proprietary or confidential in accordance with Company Group policies and/or the Confidentiality Agreement. You agree that you will promptly return all Company Group property upon termination of your employment or any other time requested by the Company.

At-Will Employment: Your employment with the Company is at-will, meaning that you or the Company may terminate the employment at any time for any reason not prohibited by law, with or without notice. Nothing in this offer is intended to create a contract for employment or guarantee of continued employment with the Company. This at-will employment relationship cannot be modified except by an express written agreement signed by you and an authorized officer of the Company.

Compliance with IRC Section 409A: This letter is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and will be interpreted in a manner intended to comply with Section 409A of the Code. A termination of employment shall not be deemed to have occurred for purposes of any provision of this letter providing for the payment of amounts or benefits upon or following a termination of employment unless such termination is also a "Separation from Service" within the meaning of Code Section 409A and, for purposes of any such provision of this letter, references to a "resignation," "termination," "termination of employment" or like terms shall mean Separation from Service. Notwithstanding anything herein to the contrary, (i) if at the time of your termination of employment with the Company you are a "specified employee" as defined in Section 409A of the Code (and any related regulations or other pronouncements thereunder) and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to you) until the date that is six months following your termination of employment with the Company (or the earliest date as is permitted under Section 409A of the Code) and (ii) if any other payments of money or other benefits due to you hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Company, that does not cause such an accelerated or additional tax. To the extent any reimbursements or in-kind benefits due to you under this letter constitute "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to you in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). Each payment made under this letter shall be designated as a "separate payment" within the meaning of Section 409A of the Code. The Company shall consult with you in good faith regarding the implementation of the provisions of this section; provided that neither the Company nor any of its employees or representatives shall have any liability to you with respect thereto.

Severability: If any term or clause of this letter should ever be determined to be unenforceable, you and the Company agree that this will not affect the enforceability of any other term or clause of this letter. Further, if any provision of this letter is deemed overbroad or unreasonable, such provision shall be enforced to the maximum extent possible under law.

This letter, including any exhibits, and the policies and documents referenced in this letter constitute the full terms and conditions of your employment with the Company. They supersede all prior discussions, letters, agreements, plans, commitments, promises, or understandings of every kind and nature relating thereto, whether oral or written, between you and the Company.

If you agree to accept this offer and the terms and conditions of employment, please sign and date below, and sign and complete the enclosed Confidentiality Agreement so that we can begin making arrangements for your arrival.

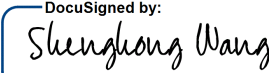
Please don't hesitate to contact your recruiter if you have any questions.

Again, we're delighted to have you join us.

Sincerely,



Robert Toohey
EVP and Chief People Officer, Oath

Accepted:  7/10/2018
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