

MegaScience, Inc.

May 14, 2020

Dear _____,

A

The skills, personal qualities and experience you would bring to our company would make a major contribution to our success. We would like to invite you to be a member of our team.

If you join us, you will be an exempt, salaried employee and will be paid a base salary at the annual rate of **\$92,000**, less payroll deductions and all required withholdings. As an exempt employee, you will not be entitled to payment of overtime.

As an employee, you will also be eligible for standard benefits, including medical, dental and vision insurance fully funded by MegaScience, Inc. (MSI), sick leave, vacations and holidays. Annually, you are eligible for 7 vacation days. Details about additional benefits will be provided in an Employee Handbook, which will be prepared by MSI and made available for your review.

As incentive to join MegaScience, Inc., you will be granted an unvested option to purchase 35,000 shares of common stock of MSI. Twenty percent (20%) of the Shares subject to the Option shall vest one year after the vesting commencement date and no shares shall vest before such date and no rights to any vesting shall be earned or accrued prior to such date, and 1/50th of the Shares subject to the Option shall vest in equal monthly installments for three (3) years thereafter, with such vesting subject to your continuing employment and eligibility.

MegaScience, Inc. is excited about the prospect of having you join us, and we look forward to a beneficial and fruitful relationship. Nevertheless, your employment with MegaScience, Inc. is "at will". This means you may terminate your employment with MSI at any time and for any reason whatsoever simply by notifying us. Likewise, MSI may terminate your employment at any time and for any reason whatsoever, with or without cause or advance notice.

For purposes of federal immigration law, you will be required to provide to MSI evidence of your eligibility for employment in the United States. Documentation must be provided within three (3) business days of your date of hire, or our employment relationship with you may be terminated.

We also ask that you disclose any and all agreements relating to your prior employment that may affect your eligibility to be employed by MSI, or limit the manner in which you may be employed. It is MSI's understanding that any such agreements will not prevent you from performing the duties of your position and, by your signature below, you represent that such is the case. Moreover, you agree that, during the term of your employment with MSI, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which MSI is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to MSI.

As a condition of employment, you will be required to sign and comply with a Proprietary Information and Invention Assignment Agreement, which prohibits unauthorized use or disclosure of MSI proprietary information.

If you accept this offer, this letter and the Proprietary Information and Invention Assignment Agreement shall constitute the complete agreement between you and MSI with respect to the terms and conditions of your employment.

B

Please sign and date this letter, and return it to me by May 25, 2020 if you wish to accept employment at MegaScience, Inc. under the terms described above. If you accept our offer, your anticipated start date will be June 1, 2020.

C

We look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

MegaScience, Inc.

By:

Lincoln Parker

Title: Co-Founder

Agreed to and accepted by:

[Your name]

Date

Enclosures: Duplicate Original Offer Letter,
Proprietary Information and Invention Assignment Agreement