

EQUITY COMPENSATION AGREEMENT

Company Name: _____

Employee Name: _____

Recitals:

WHEREAS, the Company desires to provide equity compensation to the Employee as an incentive to promote the success of the Company, and the Employee desires to accept such equity compensation subject to the terms and conditions set forth in this Agreement.

1. Grant of Equity:

Subject to the terms and conditions of this Agreement, the Company hereby grants to the Employee an option to purchase _____ shares of the Company's common stock (the "Option Shares") at a purchase price of \$_____ per share (the "Exercise Price"). The Option shall vest and become exercisable in accordance with the vesting schedule attached hereto as Exhibit A.

2. Vesting Schedule:

The Option Shares shall vest according to the following schedule: _____. Vesting shall cease upon termination of employment for any reason not expressly provided otherwise in this Agreement.

3. Exercise of Option:

The Employee may exercise the Option, in whole or in part, by delivering to the Company a written notice of exercise and full payment of the Exercise Price for the shares being purchased. Payment may be made in cash or by other means acceptable to the Company. The Option shall be exercised in accordance with the Company's standard procedures and applicable law.

4. Termination of Employment:

If the Employee's employment with the Company terminates for any reason, the Employee's rights under this Agreement shall be governed by the terms of the Company's equity incentive plan and applicable law. Unvested Option Shares shall be forfeited immediately upon termination.

5. Restrictions on Transfer:

The Option and any shares issued upon exercise thereof may not be sold, assigned, pledged, or otherwise transferred except as permitted by the Company's equity incentive plan, applicable securities laws, and this Agreement.

6. Tax Matters:

The Employee acknowledges that the grant and exercise of the Option may have tax consequences and agrees to consult with their own tax advisors. The Employee shall be responsible for all taxes arising from the Option and any shares acquired upon exercise.

7. Compliance with Laws:

The issuance of shares upon exercise of the Option is subject to compliance with all applicable federal and state securities laws and regulations. The Company may require the Employee to make representations and warranties and to agree to restrictions on transfer as a condition to issuance of shares.

8. No Employment Rights:

This Agreement does not confer upon the Employee any right to continue in the employ of the Company or interfere in any way with the right of the Company to terminate the Employee's employment at any time.

9. Confidentiality and Proprietary Rights:

The Employee agrees to abide by any confidentiality, non-disclosure, and proprietary rights agreements with the Company, both during and after employment.

10. Governing Law; Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state or federal courts located in _____ County, _____.

11. Entire Agreement; Amendments:

This Agreement, together with the Company's equity incentive plan and any applicable award agreements, constitutes the entire understanding between the parties regarding the subject matter hereof. Any amendments must be in writing and signed by both parties.

12. Severability:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Counterparts; Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be treated as originals for all purposes.

COMPANY REPRESENTATIVE

EMPLOYEE

Signature: _____

Signature: _____

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