

RESTRICTED STOCK AGREEMENT

Company Name:

Grant Date:

PARTIES

This Restricted Stock Agreement (the “Agreement”) is entered into by and between the Company named above (the “Company”) and the individual or entity identified below (the “Grantee”).

1. Grant of Restricted Stock

Subject to the terms and conditions of this Agreement and the Company’s Amended and Restated Bylaws and Equity Incentive Plan (the “Plan”), the Company hereby grants to the Grantee shares of the Company’s common stock (the “Restricted Stock”) in the amount set forth in the Stock Award Notice.

2. Restrictions

The Restricted Stock shall be subject to restrictions on transfer and forfeiture provisions as set forth herein and in the Plan. The Restricted Stock may not be sold, assigned, pledged, or otherwise transferred or encumbered until the restrictions lapse or are terminated.

3. Vesting

The Restricted Stock shall vest in accordance with the schedule set forth in the Stock Award Notice or as otherwise determined by the Company’s Board of Directors. Any unvested shares shall be subject to forfeiture upon termination of Grantee’s service with the Company.

4. Forfeiture

If the Grantee ceases to provide services to the Company for any reason prior to the lapse of restrictions, any Restricted Stock that has not vested as of the date of termination shall be immediately forfeited and returned to the Company without any consideration.

5. Rights as a Stockholder

The Grantee shall have all rights of a stockholder with respect to the Restricted Stock, including the right to vote the shares and receive dividends, except that any dividends paid on unvested shares shall be subject to forfeiture and held by the Company until vesting.

6. Legend

Certificates representing the Restricted Stock shall bear a legend referring to the restrictions set forth in this Agreement and the Plan. Alternatively, the Company may issue uncertificated shares subject to legend restrictions, subject to applicable law.

7. Transfer Restrictions

The Grantee agrees not to sell, assign, pledge, or otherwise transfer the Restricted Stock except in compliance with federal and state securities laws and the Company's restrictions. Any purported transfer in violation of this Agreement shall be null and void.

8. Tax Withholding

The Grantee shall be responsible for any federal, state, or local taxes incurred as a result of the grant, vesting, or transfer of the Restricted Stock. The Company may withhold such taxes or require the Grantee to make arrangements to satisfy tax withholding obligations.

9. Rights Upon Termination

Except as otherwise provided in this Agreement or the Plan, upon termination of the Grantee's service with the Company, all unvested Restricted Stock shall be forfeited and reacquired by the Company without further consideration.

10. Compliance with Law

This Agreement and the issuance of the Restricted Stock are subject to compliance with all applicable federal and state securities laws and regulations. The Company may impose restrictions or conditions to ensure compliance.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

12. Entire Agreement

This Agreement, together with the Plan and the Stock Award Notice, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings.

13. Amendments and Waivers

This Agreement may be amended or waived only by a written instrument signed by both the Company and the Grantee.

14. Severability

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

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

COMPANY AUTHORIZED SIGNATURE

GRANTEE SIGNATURE

Signature: _____

Name:

Title:

Signature: _____

Name:

Title (if applicable):

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