

# RESTRICTED STOCK PURCHASE AGREEMENT

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This Restricted Stock Purchase Agreement (the “**Agreement**”) is made as of \_\_\_\_\_, by and between \_\_\_\_\_ (the “**Company**”), a Delaware corporation and \_\_\_\_\_ (“**Purchaser**”). Reference is hereby made to the offer letter (the “**Offer Letter**”) dated as of even date hereof between the Company and Purchaser, pursuant to which Purchaser shall enter into an employment relationship (the “**Relationship**”) with the Company.

Section 1. Issuance and Sale of Shares. On the date hereof, subject to the terms and conditions of this Agreement, the Company shall issue and sell to Purchaser, and Purchaser agrees to receive from the Company, \_\_\_\_\_ shares of the Company’s common stock, par value \$0.001 per share (the “**Shares**”). Such Shares shall be issued in book-entry form and bear customary restrictive legends. As used herein, the term “**Shares**” also includes any other securities, assets, interests, rights and other consideration received by, issued to, or due to Purchaser in respect of the Shares or into which the Shares are convertible or exchangeable, pursuant to any dividends, stock splits, recapitalizations, mergers, acquisitions, reorganizations, exchanges or similar transactions.

Section 2. Contribution of Assets. In consideration for the Shares, the sufficiency of which is hereby acknowledged, the Purchaser hereby contributes, sells, conveys, transfers and assigns to the Company, and the Company hereby receives, effective as of the date hereof, all of Purchaser’s right, title and interest in and to the assets listed on Schedule 2.

Section 3. Repurchase Option.

(a) Subject to the terms hereof, Purchaser hereby grants to the Company an exclusive and irrevocable option (the “**Repurchase Option**”) to repurchase 100% of the Shares. Purchaser may not assign, sell, dispose of, transfer or otherwise encumber any Shares that are subject to the Repurchase Option.

(b) \_\_\_\_\_ of the total number of Shares shall be released from the Repurchase Option on the one-year anniversary of this Agreement (such date, the “**Initial Vesting Date**”). \_\_\_\_\_ of the total number of Shares shall be released from

the Repurchase Option on the 1st day of each month following the Initial Vesting Date, until all Shares are released from the Repurchase Option. Fractional Shares shall be rounded to the nearest whole Share.

(c) The Company may only exercise the Repurchase Option following either (x) Purchaser's voluntary termination of the Relationship or (y) the termination of the Relationship for Cause by the Company. Following any such termination, the Company may exercise the Repurchase Option, in part or in whole, by:

1. giving written notice to the Purchaser at any time within 6 months of such termination, specifying the number of Shares to be repurchased by the Company (such Shares, the “**Repurchased Shares**”); and
2. delivering to Purchaser an amount in cash equal to the product of (x) the number of Repurchased Shares and (y) \$0.001 per Share (as adjusted for any dividends, stock splits, recapitalizations, mergers, acquisitions, reorganizations, exchanges or similar transactions).

Upon delivery to Purchaser of such notice and payment, the Company shall immediately, and without further action by either Purchaser or the Company, become the legal and beneficial owner of the Repurchased Shares and all rights and interest therein or related thereto.

(d) For the purposes of this Agreement, “**Cause**” means:

1. any material breach by Purchaser of this Agreement or the Offer Letter;
2. any material failure by Purchaser to comply with the Company's written policies or rules, as they may be in effect from time to time during the Relationship;
3. Purchaser's material and repeated failure to follow reasonable and lawful instructions from the Company;
4. the commission, conviction of, or a plea of “guilty” or “no contest” to, a felony under the laws of the United States or any State by Purchaser;
5. Purchaser's misappropriation of funds or property of the Company;
6. Purchaser's material neglect of Purchaser's duties;
7. Any gross or wilful misconduct by Purchaser resulting in a loss to the Company or material damage to the reputation of the Company;
8. Purchaser's death; or

9. Purchaser's inability to perform the essential functions required of Purchaser by the Relationship with or without reasonable accommodation for a period of 180 consecutive days because a physical or mental impairment.

Section 4. Right of First Refusal.

(a) Before any Shares held by Purchaser may be sold or otherwise transferred to a third-party, Purchaser must deliver to the Company a written notice (each such notice a "**Transfer Notice**") setting forth (i) the number of Shares that Purchaser intends to sell or transfer (such shares, the "**Transfer Shares**"); (ii) the name, address and contact information of each proposed purchaser, transferee or recipient of the Transfer Shares (each such party a "**Proposed Transferee**"); and (iii) a true, correct and complete summary of the terms of such proposed sale or transfer, including the amount and nature of the per-share consideration proposed to be paid by each Proposed Transferee in respect of the Transfer Shares.

(b) At any time within 30 days of receipt of a Transfer Notice, the Company may, at its option, by giving written notice to Purchaser, elect to purchase all (but not less than all) of the Transfer Shares from Purchaser on the same or equivalent terms and at a cash price equal to the consideration to be paid by the Proposed Transferee for the Transfer Shares as set forth in the Transfer Notice.

(c) If the Company does not elect to purchase the Transfer Shares pursuant to Section 4(b), Purchaser may consummate the transaction set forth in the Transfer Notice on terms no less favorable to Purchaser than those set forth in such Transfer Notice, *provided* that (i) such transaction must be consummated within 90 days following the date of the Transfer Notice, and (ii) prior to such consummation, each Proposed Transferee must agree in writing with the Company that the applicable provisions of this Agreement shall apply to the Shares held by such Proposed Transferee.

(d) The provisions of this Section 4 shall not apply in respect of a transfer of Shares to or among any members of the Purchaser's Immediate Family who agree in writing with the Company to be bound by the applicable provisions of this Agreement in respect of such Shares. An "**Immediate Family**" member of the Purchaser means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, domestic partner, sibling, niece, nephew, uncle, aunt, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, of the Purchaser.

Section 5. Validity. Any sale or transfer of any Shares shall be void *ab initio* unless made in compliance with the terms of this Agreement, and the Company shall refuse to give effect to any transfer made in contravention of the terms of this Agreement.

Section 6. IPO. The provisions of Section 4 shall expire immediately upon the consummation of a registered initial public offering of any class of the Company's equity securities. In connection with any such offering and upon the request of the Company or the underwriters managing such

offering, Purchaser and any transferee or holder of any Shares shall enter into a “lock-up” or similar agreement on customary terms and conditions.

Section 7. Acceleration.

(a) If Purchaser is Involuntarily Terminated by the Company, 1/3rd of the total number of Purchaser’s Shares still subject to the Repurchase Option as of the date of such Involuntary Termination shall be released from the Repurchase Option, effective upon such Involuntary Termination. For the purposes of this Agreement, Purchaser shall be deemed to have been “**Involuntarily Terminated**” if (x) the Company (or successor entity, as applicable) terminates the Relationship without Cause or (y) Purchaser terminates the Relationship in connection with a material breach of the Offer Letter or this Agreement by the Company.

(b) Notwithstanding anything to the contrary contained herein, immediately prior to the consummation of a Triggering Event, a number of Shares equal to (x) the difference between the product of (A) the aggregate number of Shares held by Purchaser (including Shares still subject to the Repurchase Option) and (B) 0.75, and (y) the aggregate number of Shares held by Purchaser that were previously released from the Repurchase Option pursuant to Section 3(b), shall be released from the Repurchase Option, effective immediately prior to the consummation of such Triggering Event (unless the result of such formula is a negative number, in which case no Shares shall be released from the Repurchase Option in connection with such Triggering Event). Set forth on Schedule 7(a) are two hypothetical examples of the operation of this Section 7(a). For the purposes of this Agreement, “**Triggering Event**” means any of:

1. the sale, lease, exchange, transfer or disposition of all or substantially all of the Company’s assets in one transaction or a series of related transactions to any person or group of persons (other than a transfer to a majority-owned subsidiary of the Company);
2. any merger, consolidation or similar business combination involving the Company in which the Company is not the surviving corporation or entity (other than a merger in which holders of the Company’s capital stock immediately before such transaction have the same proportionate ownership of the capital stock of the surviving corporation immediately after the merger); or
3. the approval by the Board of Directors or holders of capital stock of the Corporation of any plan or proposal for the Company’s liquidation or dissolution.

(c) If Purchaser is Involuntarily Terminated by the Company (or successor entity, as applicable) within 12 months of the consummation of a Triggering Event, all remaining Shares still subject to the Repurchase Option shall be immediately released from the Repurchase Option, effective upon the date of such Involuntary Termination.

Section 8. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing (including facsimile or e-mail transmission) and shall be deemed given upon receipt by a party at the address appearing next to such party’s signature page hereto (or

at such other address for such party as such party shall specify by like notice to the other party hereto).

Section 9. *Amendment; Termination; No Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. This Agreement shall remain in effect until terminated by the parties in writing. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies available at law.

Section 10. *Successors and Assigns.* The provisions of this Agreement shall be binding and inure to the benefit of, and be enforceable by, the Company's successors and assigns. The rights and obligations of Purchaser under this Agreement may only be assigned with the prior written consent of the Company.

Section 11. *Governing Law.* This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

Section 12. *Entire Agreement.* This Agreement, together with the Offer Letter, set forth the entire agreement and understanding of the parties relating to the subject matter thereof and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter thereof.

Section 13. *Severability.* If one or more provisions of this Agreement are held to be unenforceable under applicable law, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. Upon such a determination, the parties agree to renegotiate such provision in good faith to attempt to give effect to the original intent of the Agreement to the fullest extent possible.

Section 14. *Counterparts; Effectiveness.* This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall be deemed effective upon the date first written above. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the parties hereto and their respective successors and permitted assigns and transferees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Address for notice:**

By e-mail to:

\_\_\_\_\_

With a hard-copy to:

\_\_\_\_\_

**PURCHASER**

\_\_\_\_\_

**Address for notice:**

By e-mail to:

\_\_\_\_\_

With a hard-copy to:

\_\_\_\_\_

**Schedule 2**

Contributed Assets

\_\_\_\_\_

**Schedule 7(a)**

Operation of Section 7(a)

