[COMPANY NAME]

[YEAR] Stock Plan

NOTICE OF STOCK OPTION GRANT

[Optionee Name]

[Optionee Address Line 1]

[Optionee Address Line 2]

You have been granted an option to purchase Common Stock of [Company Name], a Delaware corporation (the “Company”), as follows:

|  |  |
| --- | --- |
| Date of Grant: | \_\_\_\_\_\_\_\_\_\_ |
| Exercise Price Per Share: | USD $\_\_\_\_\_\_\_\_\_\_ |
| Total Number of Shares: | \_\_\_\_\_\_\_\_\_\_ |
| Total Exercise Price: | USD $\_\_\_\_\_\_\_\_\_\_ |
| Type of Option: | \_\_\_\_ Incentive Stock Option  \_\_\_\_ Nonstatutory Stock Option |
| Expiration Date: | \_\_\_\_\_\_\_\_\_\_ |
| Vesting Commencement Date: | \_\_\_\_\_\_\_\_\_\_ |
| Vesting/Exercise Schedule: | The Option is immediately exercisable. So long as your Continuous Service Status does not terminate (and provided that no vesting shall occur following the Termination Date (as defined in Section 5 of the Stock Option Agreement) unless otherwise determined by the Company in its sole discretion), the Shares underlying this Option shall vest in accordance with the following schedule: \_\_\_\_\_\_\_\_\_\_ of the Total Number of Shares shall vest on the \_\_\_\_\_\_\_\_\_\_ anniversary of the Vesting Commencement Date and \_\_\_\_\_\_\_\_\_\_ of the Total Number of Shares shall veston the corresponding day ofeach month thereafter (and if there is no corresponding day, the last day of the month). |
| Termination Period: | You may exercise this Option until the earliest of (i) the Expiration Date or (ii) an earlier date as required or permitted under the [Company Name] [YEAR] Stock Plan (the “Plan”), including, without limitation, in connection with a dissolution or liquidation of the Company or a Corporate Transaction (as defined in the Plan). You are responsible for keeping track of this Termination Period. The Company will not provide further notice of this Termination Period. |
| Transferability: | You may not transfer this Option except as set forth in Section 6 of the Stock Option Agreement (subject to compliance with Applicable Laws). You must obtain Company approval prior to any transfer of the Shares received upon exercise of this Option. |

By your signature and the signature of the Company’s representative or by otherwise accepting or exercising this Option, you and the Company agree that this Option is granted under and governed by the terms and conditions of this Notice and the Plan and Stock Option Agreement (which includes the Country-Specific Addendum, as applicable), both of which are attached to and made a part of this Notice.

In addition, you agree and acknowledge that your rights to any Shares underlying this Option will vest only as you provide services to the Company over time, that the grant of this Option is not as consideration for services you rendered to the Company prior to your date of hire, and that nothing in this Notice or the attached documents confers upon you any right to continue your employment or consulting relationship with the Company for any period of time, nor does it interfere in any way with your right or the Company’s right to terminate that relationship at any time, for any reason, with or without cause, subject to Applicable Laws. Also, to the extent applicable, the Exercise Price Per Share has been set in good faith compliance with the applicable guidance issued by the IRS under Section 409A of the Code. However, there is no guarantee that the IRS will agree with the valuation, and by signing below, you agree and acknowledge that the Company, its Board, officers, employees, agents and stockholders shall not be held liable for any applicable costs, taxes, or penalties associated with this Option if, in fact, the IRS or any other person (including, without limitation, a successor corporation or an acquirer in a Change of Control) were to determine that this Option constitutes deferred compensation under Section 409A of the Code. You should consult with your own tax advisor concerning the tax consequences of such a determination by the IRS. For purposes of this paragraph, the term “Company” will be interpreted to include any Parent, Subsidiary or Affiliate.

**the company:**

[COMPANY NAME]

By:

(Signature)

Name:

Title:

**OPTIONEE:**

(Print Name)

(Signature)

Address: