

EQUITY GRANT AGREEMENT

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This Equity Grant Agreement (this "**Agreement**") is entered into as of [GRANT DATE] (the "**Grant Date**") by and between:

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[RECIPIENT NAME], an individual residing at [RECIPIENT ADDRESS] (the "**Recipient**").

The Company and the Recipient are each a "**Party**" and together the "**Parties**."

Recitals. The Company wishes to grant equity in the Company to the Recipient as compensation for, and an incentive to continue, the Recipient's service to the Company. The grant takes the form of restricted shares of the Company's common stock that are subject to vesting and forfeiture as described below. This Agreement documents that grant and is entered into in consideration of the Recipient's service and the mutual promises below. The Parties agree as follows.

1. Grant of Restricted Shares

1.1 Grant. The Company grants to the Recipient [NUMBER] shares of the Company's common stock (the "**Shares**"), subject to the vesting, forfeiture, and transfer restrictions in this Agreement (the unvested Shares being "**Restricted Shares**").

1.2 Consideration and purchase price. The Shares are issued in consideration of the Recipient's service to the Company and, where required, payment of the par value or purchase price of [\$ AMOUNT or "\$0.00 / par value"] per Share, which the Recipient will pay on or before the Grant Date in a manner the Company approves.

1.3 Stockholder rights. Subject to this Agreement, the Recipient has the rights of a stockholder with respect to the Shares, including voting rights and the right to dividends, except that any distributions on unvested Restricted Shares will be subject to the same vesting and forfeiture terms as those Shares.

1.4 Escrow or legend. Certificates or book entries for the Restricted Shares may be held by the Company, an escrow agent, or marked with restrictive legends until the Shares vest and all restrictions lapse.

2. Vesting and Vesting Commencement

2.1 Vesting schedule. Subject to the Recipient's Continuous Service (defined in Section 2.3), the Restricted Shares vest as follows: [e.g. 25% of the Shares vest on the first anniversary of the Vesting Commencement Date (the "cliff"), and the remaining Shares vest in equal monthly or quarterly installments over the following 36 months].

2.2 Vesting commencement date. The "**Vesting Commencement Date**" is [DATE, often the Recipient's service start date].

2.3 Continuous Service. "Continuous Service" means the Recipient's uninterrupted service to the Company or a parent or subsidiary as an employee, director, advisor, or consultant. An approved leave of absence does not interrupt Continuous Service except as required by applicable law.

2.4 Acceleration. The Company's board of directors may accelerate vesting in whole or in part. [OPTIONAL: describe single-trigger or double-trigger acceleration on a change of control or involuntary termination — discuss with counsel.]

3. Forfeiture of Unvested Shares

3.1 Forfeiture on service end. If the Recipient's Continuous Service ends for any reason, all Shares that are unvested as of the service-end date are automatically forfeited to the Company without further action, and the Recipient ceases to have any rights in them.

3.2 Repurchase of unvested shares. To the extent the Recipient paid a purchase price for unvested Shares, the Company (or its assignee) may repurchase those Shares at the lower of the original purchase price or fair market value, by written notice within [NUMBER, e.g. 90] days after the service-end date.

3.3 Vested shares survive. Shares that have vested as of the service-end date are not forfeited but remain subject to the transfer restrictions and Company rights in Section 5.

4. Tax Matters and Section 83(b)

4.1 Recipient responsibility. The Recipient is solely responsible for all taxes arising from the grant, vesting, or disposition of the Shares. The Company has made no representation about tax consequences, and the Recipient is encouraged to consult a personal tax advisor before signing.

4.2 Election to be taxed at grant. The Recipient understands that an election to be taxed on the value of the Restricted Shares at the time of grant, rather than as they vest, may be available, that any such election generally must be filed within a short statutory deadline after the Grant Date, and that filing or not filing is the Recipient's sole responsibility. The Company is not obligated to advise on or file the election.

4.3 Withholding. As a condition of the grant and the lapse of restrictions, the Recipient must satisfy all tax withholding the Company determines is required, by a method the Company permits, including withholding from Shares or other compensation.

5. Transfer Restrictions and Company Rights

5.1 No transfer of restricted shares. The Recipient may not sell, pledge, assign, or otherwise transfer any unvested Restricted Shares. Any attempted transfer is void.

5.2 Right of first refusal. Before transferring any vested Shares, the Recipient must first offer them to the Company (or its assignee) on the same terms offered by a bona fide third-party purchaser, as set out in the Company's governing documents or any stockholders' agreement.

5.3 Market standoff. In connection with a public offering by the Company, the Recipient agrees not to sell or transfer Shares during the lock-up period reasonably requested by the Company or its underwriters.

5.4 Securities-law compliance. The Shares have not been registered under applicable securities laws and are issued in reliance on exemptions. The Recipient may be required to make representations and to hold the Shares subject to applicable restrictions and legends.

6. Recipient Representations

6.1 **Investment intent.** The Recipient is acquiring the Shares for the Recipient's own account for investment and not with a view to resale or distribution in violation of securities laws.

6.2 **Access to information.** The Recipient has had access to information about the Company sufficient to evaluate the grant and has had the opportunity to ask questions and consult advisors.

6.3 **Risk acknowledgment.** The Recipient understands that the Shares are illiquid, may decline in or lose all value, and are subject to the restrictions in this Agreement.

7. No Service or Employment Rights

7.1 **At-will status preserved.** Nothing in this Agreement confers any right to continued service or employment or interferes with the right of either Party to end the service relationship at any time, with or without cause, subject to applicable law and any separate written agreement.

7.2 **One-time benefit.** The grant is a one-time benefit and does not create a right to future grants.

8. General Provisions

8.1 **Entire agreement.** This Agreement, together with any equity plan and the Company's governing documents referenced here, is the entire agreement between the Parties on the subject of the grant and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.3 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.4 **Successors and assigns.** This Agreement binds and benefits the Parties and their permitted successors, heirs, and assigns. The Company may assign its rights, including repurchase and first-refusal rights.

8.5 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Grant Date.

COMPANY	RECIPIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [RECIPIENT NAME]
Title: [TITLE]	Title: N/A
Date: _____	Date: _____

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