

EQUITY INCENTIVE AGREEMENT

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This Equity Incentive 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

[PARTICIPANT NAME], an individual residing at [PARTICIPANT ADDRESS] (the "**Participant**").

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

Recitals. The Company maintains the [NAME OF PLAN, e.g. 2025 Equity Incentive Plan] (the "**Plan**"), under which the Company may grant equity incentive awards to eligible service providers in order to attract, retain, and motivate them and to align their interests with those of the Company's stockholders. The Company's board of directors or its delegated committee (the "**Administrator**") has approved an award to the Participant. This Agreement sets out the terms of that award and is subject in all respects to the Plan. In consideration of the Participant's continued service and the mutual promises below, the Parties agree as follows.

1. The Award

1.1 Grant. Subject to the terms of this Agreement and the Plan, the Company grants to the Participant an award (the "**Award**") of [NUMBER] [TYPE OF AWARD, e.g. restricted stock units / shares of restricted stock / stock options] relating to shares of the Company's [CLASS, e.g. common stock] (the "**Shares**").

1.2 Plan governs. The Award is granted under and is governed by the Plan, the terms of which are incorporated by reference. Capitalized terms used but not defined in this Agreement have the meanings given in the Plan. If any term of this Agreement conflicts with the Plan, the Plan controls.

1.3 No purchase price; exercise price. If the Award is in the form of options or another right to purchase Shares, the exercise or purchase price per Share is [PRICE / FAIR MARKET VALUE ON THE GRANT DATE]. If the Award is in the form of restricted stock units or restricted stock, no cash purchase price is owed except as required by applicable law or stated in a SOW-style schedule.

1.4 Nature of the Award. The Award is a discretionary, one-time grant. It does not entitle the Participant to any future grant and does not form part of the Participant's base compensation for any purpose, including the calculation of severance, bonus, or benefits, except as required by law.

2. Vesting

2.1 Vesting schedule. Subject to Section 2.2, the Award vests as follows: [e.g. 25% of the Shares vest on the first anniversary of the Vesting Commencement Date, and the remaining Shares vest in equal monthly installments over the following 36 months]. The "**Vesting Commencement Date**" is [DATE].

2.2 Continuous service required. Vesting is conditioned on the Participant's continued service to the Company or an affiliate (as an employee, director, or other service provider) through each vesting date. No Shares vest after the Participant's service ends, except as expressly provided in this Agreement.

2.3 Acceleration. Vesting accelerates only as expressly provided here or in the Plan. [OPTIONAL: Describe any single-trigger or double-trigger acceleration on a change of control, death, or disability, and confirm with counsel.]

2.4 Fractional shares. No fractional Shares will vest or be issued. Fractional amounts will be accumulated and settled in whole Shares as they aggregate, or rounded down at final vesting, as the Administrator determines.

3. Settlement and Issuance

3.1 Settlement of units. If the Award is in the form of restricted stock units, the Company will issue one Share for each vested unit (or, at the Administrator's election, a cash payment of equivalent value) within [NUMBER, e.g. 30] days after vesting, subject to Section 6.

3.2 Exercise of options. If the Award is in the form of options, the Participant may exercise vested options by delivering a notice of exercise and the exercise price in a form and manner the Administrator approves, at any time before the option expires under Section 5.

3.3 Restricted stock. If the Award is in the form of restricted stock, the Shares are issued on the Grant Date but remain subject to forfeiture and transfer restrictions until vested. The Company may hold the certificates or book entries until the restrictions lapse.

3.4 Compliance with law. The Company is not obligated to issue Shares unless the issuance complies with applicable securities laws and any exchange requirements. The Company may require customary representations from the Participant before issuing Shares.

4. Forfeiture and Termination of Service

4.1 Forfeiture of unvested Award. If the Participant's service ends for any reason, the unvested portion of the Award is automatically forfeited as of the service-end date without payment, except as Section 2.3 or the Plan provides.

4.2 Termination for cause. If the Participant's service ends for **Cause** (as defined in the Plan or the Participant's service agreement), the entire Award, whether vested or unvested, is forfeited as of the service-end date, and any vested but unexercised options terminate.

4.3 Clawback. The Award and any Shares or proceeds are subject to recovery ("clawback") to the extent required by applicable law, exchange listing standards, or any clawback policy the Company adopts, as in effect from time to time.

5. Term and Expiration

5.1 Option term. If the Award is in the form of options, the options expire on the earlier of (a) [NUMBER, e.g. 10] years after the Grant Date, or (b) the applicable post-termination exercise deadline in the Plan.

5.2 Post-termination exercise. Following the end of service (other than for Cause), vested options remain exercisable for [NUMBER, e.g. 90] days, or [LONGER PERIOD] in the case of death or disability, but never beyond the term in Section 5.1.

5.3 No extension. Nothing in this Agreement extends an option beyond its stated term, and any attempt to exercise after expiration is void.

6. Tax Matters

6.1 Participant responsibility. The Participant is solely responsible for all income, employment, and other taxes arising from the Award, its vesting, exercise, or settlement, and the sale of Shares.

6.2 Withholding. The Company may withhold, or require the Participant to pay, any taxes it is required to collect, including by withholding Shares, withholding from other compensation, or requiring a cash payment, before issuing Shares.

6.3 No tax advice. The Company has not provided the Participant with tax advice. The Participant is encouraged to consult a personal tax advisor, including about any election under applicable tax law (for example, an election to be taxed at grant on restricted stock) and any associated filing deadline.

7. Transfer Restrictions and Stockholder Status

7.1 Non-transferable. The Award may not be sold, assigned, pledged, or otherwise transferred other than by will or the laws of descent and distribution, except as the Plan permits. Any prohibited transfer is void.

7.2 No stockholder rights until issuance. The Participant has no rights as a stockholder (including voting or dividend rights) with respect to Shares underlying the Award until the Shares are issued and the Participant becomes the record holder.

7.3 Lock-up and company policies. The Participant agrees to comply with any lock-up agreement, insider-trading policy, and transfer restrictions in the Company's governing documents and stockholder agreements, including any market stand-off in connection with a public offering.

8. General Provisions

8.1 No service guarantee. Nothing in this Agreement or the Plan gives the Participant any right to continued service, and it does not interfere with the Company's or the Participant's right to end the service relationship at any time, subject to any separate written agreement and applicable law.

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 Securities law. The Award and Shares have not been registered under applicable securities laws and are subject to restrictions on resale. The Participant represents that the Award is acquired for the Participant's own account and not with a view to distribution in violation of law.

8.4 Entire agreement; amendment. This Agreement, together with the Plan and any grant notice, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties or as the Plan permits.

8.5 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.

8.6 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**PARTICIPANT**

Signature: _____

Signature: _____

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE]**

Title: N/A

Date: _____

Date: _____

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