

[INSERT NAME OF COMPANY]

## RESTRICTED STOCK PURCHASE AGREEMENT

This RESTRICTED STOCK PURCHASE AGREEMENT (this “Agreement”) is made as of [INSERT DATE] (the “Effective Date”) by and between [INSERT NAME OF COMPANY], a Delaware corporation (the “Company”), and [INSERT NAME OF PURCHASER] (the “Purchaser”).

WHEREAS, the board of directors of the Company (the “Board”) has decided to offer for sale shares of common stock of the Company (“Company Stock”) to the Purchaser.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual provisions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Purchaser, intending to be legally bound, hereby agree as follows:

**Section 1. Restrictive Covenants.** As a condition to the sale of Company Stock by the Company to the Purchaser under this Agreement as described in Section 2 of this Agreement, and the vesting of such shares of Company Stock as described in Section 3 of this Agreement, the Purchaser hereby agrees to execute a restricted covenants agreement in form and substance proposed by and acceptable to the Company.

**Section 2. Purchase and Sale of the Shares.** The Company agrees to issue and sell to the Purchaser, and the Purchaser agrees to purchase from the Company, [INSERT NUMBER OF SHARES] shares of Company Stock (the “Shares”), par value \$[INSERT PAR VALUE] per Share, subject to the restrictions set forth in Section 3, at a purchase price of \$[INSERT PER SHARE PURCHASE PRICE] per share for an aggregate purchase price of \$[INSERT TOTAL PURCHASE PRICE] (the “Purchase Price”). The closing of the transactions contemplated by this Agreement, including payment for and delivery of the Shares, shall occur at the offices of the Company on the Effective Date.

**Section 3. Vesting.**

3.1 The Shares shall become vested, and the restrictions described in Section 3.2 shall lapse, according to the following vesting schedule, but only if the Purchaser continues to be employed by, or provide services to, the Company as of the applicable vesting date:

[INSERT VESTING SCHEDULE]

**[IF ACCELERATED VESTING UPON A TERMINATION WITHOUT CAUSE:** Notwithstanding the foregoing, in the event that the Purchaser ceases to be employed by, or provide services to, the Company on account of an involuntary termination by the Company without Cause (as defined below) or for Good Reason (as defined below), one hundred percent (100%) of the total number of shares of Stock that have not vested above shall immediately vest. For purposes of this Agreement, “Cause” shall mean: (i) Purchaser’s failure to perform his or her assigned duties or responsibilities (other than a failure resulting

from the Purchaser's Disability (as defined in Section 22(e)(3) of the Code) after notice thereof from the Company describing Purchaser's failure to perform such duties or responsibilities and Purchaser's failure to perform continues for a period of thirty (30) days after his receipt of such notice; (ii) Purchaser engaging in any act of material dishonesty, fraud or misrepresentation; (iii) Purchaser's material violation of any federal or state law or regulation applicable to the business of the Company or its affiliates; (iv) Purchaser's material breach of any confidentiality agreement or invention assignment agreement between Purchaser and the Company (or any affiliate of the Company); or (v) Purchaser being convicted of, or entering a plea of *nolo contendere* to any felony involving any act of moral turpitude. For purposes of this Agreement, "Good Reason" shall mean any of the following actions taken by the Company or a successor corporation or entity without Purchaser's consent (unless such action is taken in response to conduct by Purchaser that constitutes Cause: (i) material reduction of Purchaser's base compensation, other than a reduction that applies generally to all executives and does not exceed \_\_\_\_\_ percent (\_\_\_\_%); (ii) material reduction in Purchaser's authority, duties or responsibilities; provided, however, that a change in job position (including a change in title) shall not be deemed a "material reduction" unless Purchaser's new authority, duties or responsibilities are materially reduced from the prior authority, duties or responsibilities; (iii) failure or refusal of a successor to the Company to materially assume the Company's obligations under this Agreement in the event of a Change in Control (as defined below); or (iv) relocation of Purchaser's principal place of employment that results in an increase in Purchaser's one-way driving distance by more than \_\_\_\_\_ (\_\_\_\_) miles from Purchaser's then current principal residence.]

The vesting of the Shares shall be cumulative, but shall not exceed one hundred percent (100%) of the Shares. If the foregoing schedule would produce fractional Shares, the number of Shares that vest shall be rounded down to the nearest whole Share.

3.2 In the event that the Purchaser ceases to be employed by, or provide services to, the Company for any reason or for no reason before the Shares are fully-vested as provided in Section 3.1, the Company shall, upon the date of such termination (as reasonably fixed and determined by the Company) have the right, but not the obligation, at any time for a period of one hundred eighty days (180) days from such date, to repurchase any or all of the Shares that have not yet become vested for an amount equal to the Purchase Price per share. **[Notwithstanding the foregoing, prior to a Public Offering, if the Purchaser ceases to be employed by, or provide services to, the Company for any reason, the Company shall also have the right to repurchase from the Purchaser one hundred percent (100%) of the Purchaser's vested Shares for a purchase price equal to the then Fair Market Value thereof.]** The Company may exercise its repurchase option by delivering written notice to the Purchaser or the Purchaser's executor and, at the Company's option, by delivering to the Purchaser or the Purchaser's executor a check in an amount equal to the aggregate repurchase price. Upon delivery of such notice and the payment of the aggregate repurchase price, the Company shall become the legal and beneficial owner of the Shares being repurchased and all rights and interests therein or relating thereto, and the Company shall have the right to retain and transfer to its own name the number of Shares being repurchased by the Company.

3.3 During the period before the Shares vest, such unvested Shares may not be assigned, transferred, pledged or otherwise disposed of by the Purchaser except to the Company. Any attempt to assign, transfer, pledge or otherwise dispose of the Shares contrary to the provisions hereof, and the levy of any execution, attachment or similar process upon the Shares, shall be null, void and without effect.

3.4 The following terms shall have the meanings set forth below for purposes of this Agreement:

(a) “Fair Market Value” shall be fair market value of the Shares as determined by the Board through any reasonable valuation method authorized under the Internal Revenue Code of 1986, as amended (the “Code”).

(b) “Public Offering” shall mean the initial registration of the Company Stock under Section 12(g) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The provisions of this Agreement that refer to a Public Offering shall be effective, if at all, upon the Public Offering and shall remain effective thereafter for so long as such stock is so registered.

(c) “Employed by, or provide services to, the Company” shall mean employment or service as an employee or consultant or advisor who performs services for the Company or any of its subsidiaries (so that, for purposes of satisfying conditions under this Agreement, the Purchaser shall not be considered to have terminated employment or services until the Purchaser ceases to be an employee, consultant and advisor), unless the Board determines otherwise.

**Section 4. Investment Representations.** In connection with the purchase of the Shares, the Purchaser hereby represents to the Company as follows:

4.1 The Purchaser (i) has pre-existing personal or business relationships with the Company and/or its officers, directors or controlling persons or (ii) is aware of the Company’s business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Shares. The Purchaser has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that it is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. The Purchaser acknowledges that its investment in the Company is highly speculative and entails a substantial degree of risk, and the Purchaser is in a position to lose the entire amount of such investment.

4.2 The Purchaser is acquiring the Shares for investment for his or her own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act of 1933, as amended (the “Securities Act”), and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or to any third person, with respect to any of the Shares.

4.3 The Purchaser understands that (i) no public market now exists for any of the securities issued by the Company and that the Company has made no assurances that a public market will ever exist for the Company's securities and (ii) even if such a public market then exists, the Company may not be satisfying the current public information requirements of Rule 144 of the Securities Act, and that, in such event, Purchaser may be precluded from selling the Shares under Rule 144 even if the minimum holding period requirement had been satisfied. The Purchaser has had an opportunity to discuss the Company's business, management and financial affairs with its management. The Purchaser has also had an opportunity to ask questions of officers of the Company, which questions were answered to the satisfaction of the Purchaser.

4.4 The Purchaser acknowledges and understands that the Shares constitute "restricted shares" under the Securities Act and have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, which exemption depends upon, among other things, the bona fide nature of the Purchaser's investment intent as expressed herein and the accuracy of the Purchaser's representations as expressed herein. In this connection, the Purchaser understands that, in the view of the Securities and Exchange Commission, the statutory basis for such exemption may be unavailable if the Purchaser's representation was predicated solely upon a present intention to hold these Shares for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the Shares, or for a period of one year or any other fixed period in the future.

4.5 The Purchaser further acknowledges and understands that the Shares must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Purchaser further acknowledges and understands that the Company is under no obligation to register the Shares. The Purchaser understands that the certificate evidencing the Shares is imprinted with a legend which prohibits the transfer of the Shares unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company.

4.6 The Purchaser acknowledges and agrees that in making the decision to purchase the Shares under this Agreement, the Purchaser has not relied on any statement, whether written or oral, regarding the subject matter of this Agreement, except as expressly provided in this Agreement and in the attachments and exhibits to this Agreement.

4.7 If the Purchaser is not a United States person (as defined by Section 7701(a)(30) of the Code), the Purchaser hereby represents that Purchaser has satisfied the Company as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Shares. The Purchaser's subscription and payment for and continued beneficial ownership of the Shares will not violate any applicable securities or other laws of the Purchaser's jurisdiction.

**Section 5. Issuance of Certificates.**

5.1 Stock certificates representing the Shares may be issued by the Company and held in escrow by the Company until the Shares vest, or the Company may hold non-certificated Shares until the Shares vest. **[During the period before the Shares vest, the Purchaser shall receive any cash dividends with respect to the Shares and may participate in any distribution pursuant to a plan of dissolution or complete liquidation of the Company.]** In the event of a dividend or distribution payable in stock or other property or a reclassification, split up or similar event during the period before the Shares vest, the shares or other property issued or declared with respect to the non-vested Shares shall be subject to the same terms and conditions relating to vesting as the Shares to which they relate.

5.2 When the Purchaser obtains a vested right to Shares, a certificate representing the vested Shares shall be issued to the Purchaser as promptly as practical thereafter, free of the restrictions under Section 3 of this Agreement.

5.3 The obligation of the Company to deliver the Shares upon the Purchaser's obtaining a vested right to the Shares shall be subject to all applicable laws, rules, and regulations and such approvals by governmental agencies as may be deemed appropriate to comply with relevant securities laws and regulations.

**Section 6. Legends.** Any share certificate evidencing the Shares issued hereunder shall be endorsed with the following legend (in addition to any legend required under applicable federal or state securities laws or corporate laws or any other contract between the Purchaser and the Company):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS CONTAINED IN A RESTRICTED STOCK PURCHASE AGREEMENT, AS IT MAY BE AMENDED FROM TIME TO TIME, BETWEEN THE COMPANY AND THE STOCKHOLDER. A COPY OF THIS AGREEMENT IS ON FILE WITH THE SECRETARY OF THE COMPANY.

**Section 7. Right of First Refusal.** As a condition of this Agreement, the Purchaser hereby agrees that after the restrictions described in Section 3 of this Agreement lapse with respect to all or part of the Shares, the Shares that are no longer subject to such restrictions shall be subject to the following right of first refusal.

7.1 Except in connection with a Permitted Transfer (as defined in Section 7.3 below), if at any time **[prior to the IPO Effective Date (as defined in Section 9 below),]** the Purchaser desires to sell, encumber, or otherwise dispose of the Shares that are transferable, the Purchaser may do so only pursuant to a bona fide written offer, and the Purchaser shall first offer such Shares to the Company by giving the Company written notice disclosing (a) the name of the proposed transferee of the Shares, (b) the certificate number and number of Shares proposed to be transferred or encumbered, (c) the proposed price, (d) all other terms of the proposed transfer; and (e) a written copy of the proposed offer. Within thirty (30) days after receipt of such notice, the Company shall have the option to purchase all or part of such Shares **[at the price and on the terms described in the written notice] [on the terms described in the written notice and at a price equal to the lesser of (i) the Purchase Price per share set forth in Section 2 and (ii) the Fair Market Value per share of such unvested Shares as of the date of purchase][; provided, that such period shall be extended to such longer period (x) as may be agreed to by the Company and the Purchaser or (y) as needed to ensure that the Company Stock does not lose its status as “qualified small business stock” under Section 1202 of the Code].** In the event the Company (or a stockholder, as described below) does not exercise the option to purchase Shares, as provided above, the Purchaser shall have the right to sell, encumber, or otherwise dispose of such Shares at the price and on the terms of the transfer set forth in the written notice to the Company, provided such transfer is effected within fifteen (15) days after the expiration of the option period. If the transfer is not effected within such period, the Company must again be given an option to purchase the Shares, as provided above.

7.2 The Board, in its sole discretion, may waive the Company’s right of first refusal under Section 7.1. If the Company’s right of first refusal is so waived, the Board may, in its sole discretion, assign such right to such stockholders of the Company in such proportions as is (including any right of over subscription) determined by the Board.

7.3 Notwithstanding anything to the contrary contained in this Section 7, the Company’s right of first refusal set forth in this Section 7 shall not be applicable to (a) a gratuitous transfer of Shares made to the Purchaser’s spouse or issue, including adopted children and step children, or to a trust established for the benefit of the Purchaser or the Purchaser’s spouse or issue, including adopted children and step children, (b) a transfer of title to the Shares effected pursuant to the Purchaser’s will to the Purchaser’s spouse or issue, including adopted children and step children, or the laws of intestate succession or (c) a transfer to the Company in pledge as security for any purchase money indebtedness incurred by the Purchaser in connection with the acquisition of Shares, provided, in each case, that (i) the Purchaser receives prior written consent from the Company to such transfer and (ii) such transferee agrees in writing to be bound by the obligations imposed upon the Purchaser under this Agreement as if such transferee were originally a signatory to this Agreement.

**7.4 Purchaser acknowledges that the Company has no obligation, either now or in the future, to repurchase any of the Shares, whether vested or unvested, at any**

**time. Further, Purchaser acknowledges and understands that, in the event that the Company repurchases Shares, the repurchase price may be less than the price Purchaser originally paid and that Purchaser bears any risk associated with the potential loss in value.**

**Section 8. Stockholders' and/or Right of First Refusal and Co-Sale and/or Voting Agreements.** As a condition of this Agreement, the Purchaser hereby agrees that the Board may require that the Purchaser execute one or more stockholder's agreements, right of first refusal and co-sale agreements and/or voting agreements at any time following the date hereof, in such form as the Board determines and is generally entered into by significant holders of shares of Company Stock, with respect to the Shares and which may contain, among other things, such right of first refusal, co-sale, drag along, take along, market standoff, transfer restrictions, voting provisions and/or irrevocable proxies as the Board deems appropriate. Notwithstanding the provisions of this Section 8, if the Purchaser does execute any such agreement, then at the option of the Board, the provisions of this Section 8 above that are addressed in such agreement shall no longer apply to the Shares.

**Section 9. Market Stand-Off Agreement.** The Purchaser shall not sell, dispose of, transfer, make any short sale of or grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Common Stock or other securities of the Company held by the Purchaser (other than those included in the registration), including the Shares (the "Restricted Securities"), during the one hundred eighty (180)-day period following the effective date (the "IPO Effective Date") of the Company's first firm commitment underwritten Public Offering of its Common Stock (or such longer period, not to exceed thirty-four (34) days after the expiration of the one hundred eighty (180)-day period, as the underwriters or the Company shall request in order to facilitate compliance with applicable NASD, NYSE or FINRA rules or any successor or similar rules or regulations) (the "Lock-Up Period"); **provided, however, that nothing contained in this Section 9 shall prevent the exercise of the right of first refusal set forth in Section 7 during the Lock-Up Period**. The Purchaser agrees to execute and deliver such other agreements as may be reasonably requested by the Company and/or the managing underwriters which are consistent with the foregoing or which are necessary to give further effect thereto. In order to enforce the foregoing agreements, the Company may impose stop transfer instructions with respect to the Purchaser's Restricted Securities until the end of such period. The underwriters of the Company's stock are intended third party beneficiaries of this Section 9 and shall have the right, power and authority to enforce the provisions hereof as though they were a party to this Agreement.

**Section 10. Adjustment for Stock Split.** If, from time to time, there is any change affecting the outstanding Company Stock as a class that is effected without the receipt of consideration by the Company (through merger, consolidation, reorganization, reincorporation, stock dividend, dividend in property other than cash, stock split, liquidating dividend, combination of shares, change in corporation structure or other transaction not involving the receipt of consideration by the Company), then any and all new, substituted or additional securities or other property to which Purchaser is entitled by reason of Purchaser's ownership of Shares (whether vested or unvested) shall be included in the meaning of "Shares" for all purposes. The Purchase Price of the Shares in this Agreement shall be appropriately adjusted to reflect any such change.

**Section 11. Change of Control.**

**11.1 [IF NO VESTING ON CHANGE OF CONTROL: In the event of a Change of Control (as defined below), the Board may, in its sole discretion, determine whether or not the restrictions and conditions on the unvested Shares will lapse in whole or in part; provided, however, that the Board shall have no obligation to take such action and, in the absence thereof, the restrictions and conditions on the Shares shall continue in effect according to the their terms.]**

**11.2 [IF ACCELERATED VESTING UPON A CHANGE IN CONTROL FOLLOWED BY A TERMINATION: Notwithstanding the provisions of Section 3 above, in the event that the Purchaser ceases to be employed by, or provide services to, the Company on account of an involuntary termination by the Company without Cause (as defined below) or for Good Reason (as defined below), within twelve (12) months after a Change of Control (as defined below), one hundred percent (100%) of the total number of shares of Stock that have not vested under Section 3 above shall immediately vest. For purposes of this Agreement, “Cause” shall mean: (i) Purchaser’s failure to perform his or her assigned duties or responsibilities (other than a failure resulting from the Purchaser’s Disability (as defined in Section 22(e)(3) of the Code) after notice thereof from the Company describing Purchaser’s failure to perform such duties or responsibilities and Purchaser’s failure to perform continues for a period of thirty (30) days after his receipt of such notice; (ii) Purchaser engaging in any act of material dishonesty, fraud or misrepresentation; (iii) Purchaser’s material violation of any federal or state law or regulation applicable to the business of the Company or its affiliates; (iv) Purchaser’s material breach of any confidentiality agreement or invention assignment agreement between Purchaser and the Company (or any affiliate of the Company); or (v) Purchaser being convicted of, or entering a plea of *nolo contendere* to any felony involving any act of moral turpitude.]**

11.3 For purposes of this Agreement, a “Change of Control” shall be deemed to have occurred if (a) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act ) becomes a “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the voting power of the then outstanding securities of the Company, provided that a Change of Control shall not be deemed to occur as a result of a change of ownership resulting from the death of a stockholder, a Public Offering of the Company’s common stock, **[the sale of securities in a transaction primarily for capital raising purposes,]** or as a result of a transaction in which the Company becomes a subsidiary of another corporation and in which the stockholders of the Company, immediately prior to the transaction, will beneficially own, immediately after the transaction, shares entitling such stockholders to more than fifty percent (50%) of all votes to which all stockholders of the parent corporation would be entitled in the election of directors (without consideration of the rights of any class of stock to elect directors by a separate class vote), or (b) the consummation of (i) a merger or consolidation of the Company with another corporation where the stockholders of the Company, immediately prior to the merger or consolidation, will not beneficially own, immediately after the merger or consolidation, shares entitling such stockholders to more than fifty percent (50%) of all votes to which all stockholders of the surviving corporation would be entitled in the election of directors (without consideration of the rights of any class of stock to elect directors by a separate class vote), (ii) a sale or other disposition of all or substantially all of the assets of the Company or (iii) a liquidation or dissolution of the Company.

**Section 12. Withholding.** The Purchaser shall be required to pay to the Company, or make other arrangements satisfactory to the Company to provide for the payment of, any federal, state, local or other taxes that the Company is required to withhold with respect to the Shares.

**Section 13. Tax Consequences.** The Purchaser has reviewed with the Purchaser's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. The Purchaser is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Purchaser understands that the Purchaser (and not the Company) shall be responsible for the Purchaser's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement. The Purchaser understands that Section 83 of the Code taxes as ordinary income the difference between the amount paid for the Shares and the Fair Market Value of the Shares as of the date any restrictions on the Shares lapse pursuant to Section 3 of this Agreement. The Purchaser understands that the Purchaser may elect to be taxed at the time the Shares are purchased rather than when and as the vesting period expires by filing an election under Section 83(b) of the Code with the Internal Revenue Service within thirty (30) days from the date of purchase. The form for making this election is attached as Exhibit A hereto. THE PURCHASER ACKNOWLEDGES THAT IT IS THE PURCHASER'S SOLE RESPONSIBILITY AND NOT THE COMPANY'S TO TIMELY FILE THE ELECTION UNDER SECTION 83(b), EVEN IF THE PURCHASER REQUESTS THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON THE PURCHASER'S BEHALF.

**Section 14. Agreement Subject to Board Determinations.** This Agreement is subject to interpretations, regulations and determinations of the Board in accordance with the terms hereof, including, but not limited to, provisions pertaining to (a) rights and obligations with respect to withholding taxes, (b) the registration, qualification or listing of the Shares, (c) changes in the capitalization of the Company, and (d) other requirements of applicable law. The Board shall have the authority to interpret and construe this Agreement and its decisions shall be conclusive as to any questions arising hereunder.

**Section 15. No Service or Other Rights.** This Agreement shall not confer upon the Purchaser any right to be retained in the employ or service of the Company and shall not interfere in any way with the right of the Company to terminate the Purchaser's employment or services at any time. The right of the Company to terminate at will the Purchaser's employment or services at any time for any reason is specifically reserved.

**Section 16. General Provisions.**

16.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware as they apply to contracts entered into and wholly to be performed within such state by residents thereof. The parties agree that any action brought by either party to interpret or enforce any provision of this Agreement shall be brought in, and each party agrees to, and does hereby, submit to the jurisdiction and venue of, the state and federal courts of the State of Delaware.

16.2 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, supersedes in their entirety all prior undertakings and agreements of

the Company and the Purchaser with respect to the subject matter hereof and may not be modified adversely to the Purchaser's interest except by means of a writing signed by the Company and the Purchaser.

16.3 Any notice, demand or request required or permitted to be given by either the Company or the Purchaser pursuant to the terms of this Agreement shall be in writing and shall be deemed given when (i) delivered personally, (ii) deposited in the U.S. mail, first class, with postage prepaid, or (iii) sent by a nationally recognized overnight courier service, and addressed to the parties at the addresses of the parties set forth at the end of this Agreement or such other address as a party may request by notifying the other in writing.

16.4 The rights and benefits of the Company under this Agreement shall be transferable by the Company to single or multiple assignees, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company's successors and assigns. Except as otherwise provided herein, the rights and obligations of the Purchaser under this Agreement with respect to vested Shares may be assigned only with the prior written consent of the Company and any transferee must agree to be subject to the terms and conditions of this Agreement.

16.5 Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted both parties hereunder are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

16.6 If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

16.7 The parties agree to take all such further actions as may reasonably be necessary to carry out and consummate this Agreement as soon as practicable, and to take whatever steps may be necessary to obtain any governmental approval in connection with or otherwise qualify the issuance of the securities that are the subject of this Agreement.

16.8 This Agreement may be executed in two or more counterparts (including, without limitation, execution by facsimile, email (e.g., .pdf) or other electronic signature), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, this Restricted Stock Purchase Agreement is deemed made as of the date first set forth above.

**PURCHASER:**

**[INSERT NAME OF COMPANY]**

\_\_\_\_\_  
**[INSERT NAME OF PURCHASER]**

By: \_\_\_\_\_  
Name:  
Title:

Address:

Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

Section 83(b) Election Form

[Attached]