

Awake Equity Incentive Plan

These documents are general templates, not legal advice. Before using any document for any real-world purpose, every party must have their own independent legal counsel review and approve it for their circumstances and applicable law. Do not sign, rely on, or otherwise use a document without that approval. No attorney-client relationship is created.

Commercial Terms

Company and adopting body: [name and board]. Board/shareholder approval dates: [dates]. Eligible participants: [employees, directors, consultants and lawful categories]. Share reserve/class: [quantity/class]. ISO limits and shareholder authorization: [reviewed provisions]. Effective date and end date: [dates]. Administrator: [body]. Available award types: [options / restricted stock / other fully documented types].

1. Adoption and capacity

The plan becomes operative only following required approvals and completed corporate/securities review. The administrator records authorized reserve, issued awards, cancellations and recycling rules [specific formula]. An unallocated reserve is not issued stock. No award exceeds available capacity or authorized shares. Awards to employees, advisors and contractors require participant-specific eligibility review.

2. Administration and awards

The administrator approves each grant's recipient, instrument, shares, price, date, vesting and required agreement. Delegation is limited to lawful documented authority. Every award must use a completed agreement and notice. No award arises from a job title, introduction or service alone. Do not grant RSUs or unusual instruments through this draft without an approved instrument and tax provisions.

3. Options and restricted stock

Option price and term must meet applicable tax and corporate requirements; specify valuation method and approval evidence. ISO provisions must be completed for statutory eligibility, maximum duration, ownership thresholds and annual limits before an ISO grant. Restricted stock requires actual consideration, issuance and an express unvested repurchase arrangement. Vesting and acceleration are award-specific, not universal plan defaults.

4. Adjustments and transactions

For splits and similar capital changes, make equitable documented adjustments consistent with law and award rights. Sale-event treatment must identify assumption, substitution, exercise opportunity, cash-out or termination and communicate applicable timing. No administrator may silently erase an express

acceleration, vested right or required participant consent. Document any differential treatment and authority.

5. Compliance and changes

Company confirms applicable securities exemptions, participant locations, reporting and tax constraints before issuance. Amendments require the specified board/shareholder approvals; adverse award changes also require applicable participant consent. Termination stops new grants but does not extinguish outstanding contractual rights. Keep approvals, valuations, notices, executed awards and ledgers together.

Governing law and interpretation

The plan is governed by [Delaware corporate law and any selected supplementary jurisdiction], subject to mandatory law governing actual participants and awards. The signed award identifies its dispute process. No plan provision overrides director duties, required shareholder approvals or statutory participant protections.

Adoption record

Company: [full legal name]. Authorized officer certification: [name, title, signature and date]. Board adoption evidence: [signed action and date]. Required shareholder approval evidence: [signed action and date]. Plan administrator and delegated authority: [actual body and authorization]. This record confirms only actions actually taken; it is not a fabricated approval or an award grant.