Awake Provisional Offer Letter

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

Employer: [full legal name and address]. Candidate: [full name and address]. Offer date and acceptance deadline: [dates]. Role and reporting: [details]. Work location and authorized remote locations: [locations]. Classification and schedule: [full/part time; exempt/nonexempt after review; hours]. Employment status: [at will where lawful / fixed term in attached agreement].

Minimum Fundraise Amount: [amount and currency]. Eligible Financing: [identify equity, SAFE, convertible note or other permitted financing]. Measurement window: [start date] through the Funding Deadline of [date, time and time zone]. Conditional Monthly Cash Compensation: [gross amount and currency per calendar month]. Agreed Start Date: [date or objectively determined start rule, no earlier than the Qualifying Close]. Payroll dates and legally required payment frequency: [dates and frequency]. First partial-month proration: [lawful calculation method]. Other conditions to employment: [specific conditions or none]. Benefits and eligibility: [plan references]. Notice contacts: [names and email addresses].

1. Provisional offer and funded start

Employer offers Candidate the stated role subject to the Qualifying Close and the other conditions expressly identified above. Acceptance does not itself start employment, authorize work or activate the Conditional Monthly Cash Compensation. Employment starts on the Agreed Start Date, after the Qualifying Close and satisfaction of the other stated conditions. Candidate must not perform services, including productive onboarding, before that start under this letter. This is a conditional offer, not a promise that financing will occur or a guaranteed term of employment.

2. Minimum fundraising condition

A "Qualifying Close" occurs when one or more completed closings of the Eligible Financing within the measurement window result in Employer actually receiving cumulative cleared cash proceeds of at least the Minimum Fundraise Amount. Count gross new cash received by Employer in the stated currency, before transaction fees, without double counting. Existing cash, customer revenue, grants, noncash consideration, conversions of existing instruments without new cash, signed term sheets, subscriptions, investor promises and unfunded commitments do not count. For financing in another currency, complete an agreed conversion rule before acceptance: [rule or same-currency funds only].

If several eligible closings are needed, the Qualifying Close is the closing at which cumulative eligible proceeds first meet or exceed the threshold; earlier closings below the threshold do not activate the

compensation. The threshold must be reached by the Funding Deadline. Employer will promptly provide written confirmation of the date and satisfaction of the condition, with reasonable supporting evidence that protects investor confidentiality. A delay in that confirmation does not postpone an objectively satisfied Qualifying Close or the effective date of compensation.

3. Prospective monthly cash compensation and no prior accrual

The Conditional Monthly Cash Compensation becomes effective on the later of the Qualifying Close and the actual employment start date (the "Cash Effective Date"). If employment starts at the Qualifying Close, the cash compensation begins at that close. It applies prospectively from the Cash Effective Date only.

Before the Cash Effective Date, no Conditional Monthly Cash Compensation accrues, is earned or becomes payable under this letter. It is not deferred salary, a debt, a loan, an account payable or a promise of back pay. No retroactive, catch-up or make-whole payment of that conditional compensation is owed for any earlier period, including a period before the Qualifying Close. This provision does not waive mandatory wages or any compensation separately earned under a lawful arrangement.

From the Cash Effective Date, Employer will pay the stated gross monthly rate through ordinary payroll, subject to lawful withholding and deductions. Pay on the specified payroll dates and at least as frequently as applicable law requires; a monthly compensation rate does not require or permit monthly-only payroll where more frequent payment is mandatory. Prorate the first partial month using the completed lawful method. The first payment is due on the applicable regular payday, subject to any earlier legal deadline. Once effective, payment is not conditioned on another fundraising event, continued investor funding or available cash. Later financing delays do not suspend earned pay. Overtime, minimum pay, benefits and required notices remain governed by applicable law and the completed employment terms.

4. Work before funding and mandatory compensation

This letter does not authorize unpaid employment, unpaid trial work or deferral of legally required pay. If the parties wish to begin services before the funded start, they must first enter a separate written, lawful paid arrangement reviewed and approved by each party's own independent counsel. That arrangement must specify compensation, classification, payroll or payment timing, duties, benefits and how it transitions at the Cash Effective Date. Do not assume that calling someone a founder, advisor, consultant or volunteer changes their actual legal status.

Any services actually performed must be compensated as required by applicable law and any binding paid arrangement, regardless of whether financing closes. Nothing here cancels, reduces, defers, releases or converts earned wages, required benefits, expense reimbursements or any existing payment obligation into funding-contingent compensation. The no-accrual provision applies only to the prospective Conditional Monthly Cash Compensation. This letter does not amend an existing employment or service agreement unless a separate express amendment is completed lawfully.

5. If the condition is not met

If the Qualifying Close has not occurred by the Funding Deadline, this provisional offer expires without employment starting under it and without any Conditional Monthly Cash Compensation accruing. Any extension or change to the threshold, eligible financing, deadline, monthly rate or start rule requires a writing signed by both parties. Either party may withdraw from the provisional arrangement before employment starts by written notice, subject to mandatory law and any separate binding commitment. Expiry or withdrawal does not affect amounts already earned under a separate arrangement or rights that cannot lawfully be waived. A later financing does not revive an expired or withdrawn offer without a new signed agreement.

6. Equity and other terms

Proposed equity: [none / issuer, instrument, fixed share number, approval conditions and expected timing]. Any percentage must identify its denominator and date. This letter does not issue shares, create an option or start vesting; those matters require approved, signed equity documents stating their own vesting commencement date. Bonuses, expenses and other compensation: [separate terms or none]. No alternative cash or equity payment arises automatically if financing fails.

Confidentiality and inventions are governed by a separately completed PIIA that preserves nonassignable inventions and protected disclosures. Candidate must not bring third-party confidential material or violate existing obligations. Employer will provide required employment notices and pay records separately. No provision overrides mandatory employment rights.

7. Acceptance and coordination

Candidate may accept by signing before the acceptance deadline. This letter and its identified attachments state the provisional offer terms; they do not guarantee financing, continued employment or a fixed term. Complete any selected at-will or fixed-term provisions and reconcile the compensation and start conditions in every companion agreement before signing. Changes require an authorized writing signed by both parties. Each party must have their own independent legal counsel review and approve this letter and the completed arrangements before any real-world use.

Signatures

Employer: [authorized name, title, signature and date]. Candidate: [name, signature and date]. Attachments: [PIIA, employment agreement, compensation plans and any separate pre-start paid arrangement, or none].