

Awake Stock Option Agreement

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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.

Document approved ISO or NSO options with a deliberate early-exercise selection.

Reference edition. Complete all fields, choose every alternative, reconcile companions and remove drafting instructions before execution. The separate fill-in edition omits this publication introduction.

Commercial Terms

Issuer and optionee: [names/addresses]. Plan name/version and approval: [details]. Grant date: [date]. Option type: [ISO / NSO]. Shares/class, exercise price, expiration: [terms]. Vesting start, cliff, installments and rounding: [formula]. Early exercise: [not permitted / permitted with signed restricted-stock companion]. Acceleration: [selection]. Service-end exercise rules: [death, disability, other termination and outer limits].

1. Grant and hierarchy

Company grants the specified option only after valid approval under the identified plan and available capacity. Deliver the plan, grant notice and this agreement together. Explain any deviation and obtain required approvals; an attachment does not silently replace agreed economics. The option is a right to buy shares, not an issued shareholding. Record actual approval and grant dates without backdating.

2. Vesting and service

Vesting follows the completed formula subject to defined service. Specify effects of leave, reduced service, death and disability. No default acceleration applies. Ending service stops future vesting unless an express signed rule says otherwise; already vested options remain subject to the completed exercise and expiration terms.

3. Exercise

Exercise requires written notice stating shares, agreed lawful payment, required acknowledgments and delivery before expiration. Company issues shares only after verifying exercise requirements and withholding/reporting. Early exercise, if selected, requires a completed restricted-stock purchase instrument addressing unvested repurchase, price, window and actual share transfer. A generic exercise notice cannot substitute for that instrument.

4. ISO and NSO treatment

ISO intent requires individual eligibility and statutory review; any nonqualifying portion is treated as an NSO to the extent applicable. ISO tax treatment is not guaranteed by a label or a contractual exercise window. Optionee obtains advice concerning exercise, alternative minimum tax, sale reporting and any property-transfer election. Company performs required withholding/reporting; personal filings remain Optionee's responsibility.

5. Transfers and corporate events

Specify permitted option transfers, sale-event treatment, substitutions and adjustments under the plan; no discretionary provision may silently negate express acceleration or protected economics. Identify applicable share transfer restrictions after exercise. Amendments affecting Optionee's agreed rights need the required approval and consent. Company makes no liquidity or tax-benefit promise.

General terms

Formal notices go to the contacts and delivery methods in the Commercial Terms. Governing law: [state and country]; dispute forum: [court and venue, or separately completed arbitration provision], subject to mandatory law. The parties will first meet in good faith within [days] after a dispute notice; this does not delay urgent relief or a filing deadline. This document and the signed schedules listed here constitute the agreement on this subject. Changes require a writing signed by the affected parties. A schedule overrides another document only by identifying the provision and the agreed replacement. No provision silently amends an existing equity, financing, or employment instrument. Severability applies to the extent lawful. Neither party may transfer this agreement without the other's written consent except to a successor acquiring the relevant business that assumes its obligations in writing, subject to any expressly agreed restrictions. Counterparts and electronic signatures are permitted.

Signatures

Party A: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Party B: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Signed schedules and implementing documents: [list, dates, and versions, or none].