Awake Restricted Stock Purchase 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.

Issue actual shares with an express vesting and unvested repurchase arrangement.

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

Company: [name, Delaware corporation, address]. Purchaser: [name/address]. Approval date and approving body: [details]. Class, quantity, price per share and total consideration: [terms]. Actual issue/transfer date: [date]. Vesting start, cliff, installments and rounding: [formula]. Acceleration: [none or precise triggers/formula]. Unvested repurchase window and price: [terms]. Governing transfer documents: [versions].

1. Purchase and closing

Subject to required approvals, authorized shares, lawful consideration and applicable securities requirements, Company sells and Purchaser buys the stated shares on the actual closing date. Record receipt of consideration and the stock ledger entry. No pool reservation or unsigned promise is a completed issuance. Purchaser represents authority and receives the relevant corporate and transfer documents before signing.

2. Vesting and repurchase

Only the completed schedule determines vesting. If service ends, Company may repurchase only the unvested shares within the stated period at the expressly agreed price using the notice and payment process [details]. State treatment of death, disability, leave and service changes. Vested shares are not subject to a new forfeiture or nominal-price buyout under this agreement. Any acceleration is limited to its signed trigger and amount.

3. Shareholder and transfer rights

Identify voting, dividends, escrow/custody, legends, permitted transfers and any ROFR/co-sale or drag by signed instrument and version. Restrictions bind only as lawfully implemented. Incoming holders execute required joinders. Do not impose inconsistent transfer obligations through an unlisted attachment.

4. Tax and records

Purchaser obtains individual tax advice promptly after an actual property transfer, including whether an 83(b) election is available and appropriate. Company supplies factual transfer and valuation information it is required to provide, but does not file Purchaser's personal election. Maintain evidence of consideration, issue date, valuation, vesting and any timely election in restricted records. No tax treatment or QSBS eligibility is warranted.

5. Document coordination

State all deviations from an applicable plan or founder agreement and obtain affected-party consent. This purchase does not change service compensation, promised founder protection or existing equity economics except by express signed amendment.

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].