**STOCK OPTION AGREEMENT**

This Stock Option Agreement (this “Agreement”) is made as of the date of execution on the signature page below by and between [COMPANY], (the “Company”), and [PARTICIPANT] (the “Participant”), with each having a place of business at the address indicated on the signature page below. Both the Company and the Participant may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Participant has performed certain services for the Company; and

WHEREAS, the Board of Directors has determined that it is in the best interests of the Company and its shareholders to grant the award of restricted stock provided for herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties agree as follows:

1. **GRANT OF OPTIONS.** The Company hereby grants to the Participant an option (the “Option”) to purchase the total number of shares and type of stock of the Company (the “Restricted Stock”), at the Exercise Price set forth below. The Participant may execute the Option on or before the Expiration Date listed below.

Grant Date: [DATE OF GRANT]

Exercise Price per Share: [EXERCISE PRICE] per share

Number of Option Shares: [NUMBER OF SHARES SUBJECT TO OPTION]

Expiration Date: [EXPIRATION DATE]

1. **CONSIDERATION.** The grant of Restricted Stock is made in consideration of the services [to be] performed by the Participant pursuant to the [NAME OF AGREEMENT] with the Company.
2. **NO ASSIGNMENT.** Except in the case of death or incapacity, in which case, the rights inherent in this Agreement may be distributed in accordance with Participant’s estate, the Restricted Stock, the Option, and the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Restricted Stock or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the Restricted Stock will be forfeited by the Participant and all of the Participant’s rights to such shares shall immediately terminate without any payment or consideration by the Company.
3. **MANNER OF EXERCISE.** To exercise the Option, the Participant (or in the case of exercise after the Participant’s death or incapacity, the Participant’s executor, administrator, heir or legatee, as the case may be) must deliver to the Company (i) a written notice of intent to exercise the Option outlining the number of shares being purchased and (ii) funds in the amount of the aggregate price of the Restricted Stock to be purchased.
4. **RECORD OWNER.**The Participant shall be the record owner of the Restricted Stock until such shares are sold or otherwise disposed of, and shall be entitled to all of the rights of a shareholder of the Company including, without limitation, the right to vote such shares and receive all dividends or other distributions paid with respect to such shares.
5. **NO RIGHT TO CONTINUED BUSINESS RELATIONSHIP.** This Agreement does not confer upon the Participant any right to be retained in any position, as an Employee, Consultant, Officer, or Director of the Company. Further, nothing in this Agreement shall be construed to limit the discretion of the Company to terminate the Participant’s employment at any time, with or without cause.
6. **SECTION 83(B) ELECTION.** The Participant may make an election under Code Section 83(b) (a "Section 83(b) Election") with respect to the Restricted Stock. Any such election must be made within thirty (30) days after the Grant Date. If the Participant elects to make a Section 83(b) Election, the Participant shall provide the Company with a copy of an executed version and satisfactory evidence of the filing of the executed Section 83(b) Election with the US Internal Revenue Service. The Participant agrees to assume full responsibility for ensuring that the Section 83(b) Election is actually and timely filed with the US Internal Revenue Service and for all tax consequences resulting from the Section 83(b) Election.
7. **COMPLIANCE WITH THE LAW.** The issuance of the Restricted Stock shall be subject to compliance by the Company and the Participant with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Restricted Stock may be listed in the future. No Restricted Stock shall be issued or transferred unless and until any then applicable requirements of state and federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel.
8. **LEGENDS.** A legend may be placed on any certificate(s) or other document(s) delivered to the Participant indicating restrictions on transferability of the shares of Restricted Stock pursuant to this Agreement or any other restrictions that the Company may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any applicable federal or state securities laws or any stock exchange on which the Restricted Stock is then listed or quoted.
9. **MISCELLANEOUS.**
   1. *Successors and Assigns.* The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon a valid assignee of the rights herein by the Distributor.
   2. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each provision of this Agreement shall be severable and enforceable to the extent permitted by law.
   3. *Notices.* All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or by email, addressed as set forth below or as communicated by either Party after the execution of this Agreement:

Company

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

Participant

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

* 1. *Governing Law; Venue.* This Agreement shall be construed with and governed by the substantive laws of the State of [STATE]. Should any claim or controversy arise between the Parties under the terms of this Note or in furtherance of this Agreement, such claim or controversy shall be resolved only in the state or federal courts located in [COUNTY, STATE].
  2. *Counterparts.*This Agreement may be executed in one or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.
  3. *Attorney’s Fees.* The prevailing party in any action arising out of this Agreement shall be entitled to recover reasonable attorney’s fees as part of any judgment.

IN WITNESS WHEREOF, the Parties have executed this Agreement in accordance with the dates as indicated below.

**[COMPANY]:**

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

Signature Date

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

Name

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Address

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

City, State, Zip

**PARTICIPANT:**

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

Signature Date

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

Name

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

Address

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

City, State, Zip