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COMPANY NAME HERE, INC.

Non-Statutory Stock Option Grant Agreement

THIS AGREEMENT is made effective as of **MONTH DAY, YEAR**, (the “Option Grant Date”), between COMPANY NAME HERE, INC. a Washington corporation (the “Company”), and _____ (the “Optionee”) with reference to the following facts:

- A. The Board of Directors of the Company has established the COMPANY NAME HERE, INC. 2000 Incentive Stock Option Plan (“Plan A”) and the Nonstatutory Stock Option Plan (“Plan B”) (collectively, the “Plans”), effective as of May ___, 2000.
- B. According to the provisions of those Plans, the Board of Directors of the Company, by action duly taken on **MONTH DAY, YEAR**, granted to the Optionee an Option to purchase the shares of the common stock of the Company (the “Common Stock”) on the terms and conditions set forth in this Agreement and in the Plans.

IT IS THEREFORE AGREED as follows:

1. Grant.

The Optionee may, at Optionee’s option and on the terms and conditions set forth in this Agreement and in the Plans, purchase:

- 1.1 All or any part of an aggregate of _____ (____) shares of Common Stock under Plan B at the price per share set forth in Section 2, below. The grant in this Section 1 shall be referred to herein as the “Option.”

2. Option Price and Exercise Date.

2.1 Grant of Option. The Company hereby grants to Optionee the right and option to purchase up to _____ (____) shares each of Common Stock (the “Option Shares”).

2.2 Time of Exercise. Each Option granted may be exercised no later than ten (10) years after the date of this grant (the “Terminate Date”) and must in all events be exercised while the Optionee is employed by the Company subject to Section 3.3(d) below.

2.3 Exercise Price. The per share Option price of the Common Stock subject to the Option shall be \$_____ (the “Option Price”).

2.4 Manner of Exercise. Options shall be exercised by providing the Company with written notice of intent to exercise the Option. Such notice shall be accompanied by payment in full to the Company of the option price for the number of shares of Common Stock represented by the Option.

2.5 Rights of Restricted Stock Owner; Right of Company to Repurchase. A Restricted Stock Owner shall have, with respect to his/her shares of Restricted Stock, all the rights of a shareholder of Common Stock; provided, however, that upon a Restricted Stock Owner's Termination of Employment the Company shall have the right, but not the obligation, to immediately repurchase all shares of Restricted Stock held by or through such Restricted Stock Owner at the price at which such Restricted Stock Owner originally acquired the shares of Restricted Stock from the Company. Additionally, in the event Optionee proposes to transfer voluntarily or involuntarily any Restricted Stock, Company shall have a right of first refusal to repurchase the Restricted Stock at the offered price or at the Fair Market Value. The Company shall have thirty (30) days from the date it receives notice of a proposed transfer to make its election to repurchase the Restricted Stock. Each share of Restricted Stock may bear a legend reflecting the nature of this restriction.

2.6 Vesting. Restricted Stock shall vest in accordance with the following schedule; and upon vesting such stock shall no longer be treated as Restricted Stock.

Period of Restricted Stock Owner's Continuous Employment or Service With the Company From Date of Grant	Percentage of Shares of Restricted Stock On Grant Date that Vest Upon Completion of Continuous Employment or Service With the Company During Such Period
12 months	25.00%
___ months	___ .00%
___ months	___ .00%
___ months	___ .00%
___ months	___ .00%

In the event that vesting would otherwise occur with respect to any fractional share of Restricted Stock as the result of the application of the vesting schedule, the number of shares of Restricted Stock with respect to which vesting shall occur shall be rounded up to the next highest whole number of shares and vesting shall occur with respect to such whole number of shares.

Optionee further understands that the Option granted under the Agreement shall expire and become unexercisable as provided in Section 3.3 below. In the event of Optionee's termination as an employee of the Company, vesting shall cease but Optionee shall have the right to exercise vested Options as of the date of termination pursuant to section 3.3(d) below.

3. Governing Plans.

This Agreement hereby incorporates by reference the Plans and all of the terms and conditions of the Plans as the same may be amended from time to time after the date of this Agreement in accordance with the terms of the Plans, but no such subsequent amendment shall adversely affect the Optionee's rights under this Agreement and the Plans, except as may be required by applicable law. Optionee expressly acknowledges and agrees that the provisions of this Agreement are subject to the Plans; the terms of this Agreement shall in no manner limit or modify the controlling provisions of the Plans; and in case of any conflict between the provisions of the Plans and this Agreement, the provisions of the Plans shall be controlling and binding upon the parties to this Agreement. The Optionee also expressly acknowledges, represents and agrees as follows:

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