STOCK SUBSCRIPTION AGREEMENT

This Stock Subscription Agreement (this "Agreement") is made on _____ (the "Agreement Date") between _____, a _____ corporation (the "Company"), and _____ (the "Subscriber").

The Company's board of directors has approved the issuance of the shares described below for the payment stated in this Agreement. The parties agree as follows.

1. SUBSCRIPTION FOR THE SHARES

The Subscriber subscribes for and agrees to buy, and the Company agrees to issue and sell, _____ newly issued shares of the Company's _____ stock (the "Shares") at $_____ per Share. Total purchase price (Shares times price per Share) (the "Purchase Price"): $_____.

This Agreement binds the Company only when the Company signs it. The Company may accept or reject this subscription in whole or in part and will return any money or property received for rejected Shares, without interest.

2. PAYMENT

The Subscriber will pay the Purchase Price at the Closing by (check one): [ ] cash, by wire transfer, check or another method the Company accepts; [ ] transfer of the following property, which the board has determined is worth at least the Purchase Price: _____; [ ] the following services already performed for the Company, which the board has valued at the Purchase Price: _____; [ ] a promissory note for the Purchase Price at _____% simple interest per year, repaid in _____ equal monthly payments, prepayable without penalty, for which the Subscriber is personally liable [ ] secured by a pledge of the Shares.

Each party pays the costs that party incurs for this Agreement.

3. CLOSING

The Closing will take place on _____, or another date the parties agree on in writing. The Subscriber delivers this signed Agreement and the payment. The Company issues (check one) [ ] a stock certificate [ ] a stock ledger entry and written notice for the Shares, with the legends described below.

4. COMPANY'S REPRESENTATIONS

The Company is duly organized and in good standing, its board has authorized the issuance, and the Shares will be validly issued when issued as this Agreement provides. Signing this Agreement does not violate the Company's governing documents or any law or agreement that binds it. The Company makes no other representation about its business or the value of the Shares.

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5. SUBSCRIBER'S REPRESENTATIONS

The Subscriber has authority to sign this Agreement, is buying the Shares for investment and not for resale, understands that the investment is speculative and can bear the loss of the entire amount paid, had the chance to ask questions and receive information, did not learn of the investment through general solicitation, and has relied only on the Subscriber's own tax advisers.

Accredited investor status under Rule 501(a) of Regulation D (17 C.F.R. § 230.501(a)) (check one): [ ] the Subscriber is an accredited investor because _____; [ ] the Subscriber is not an accredited investor; [ ] not yet confirmed, and the Subscriber will provide information before the Closing. If not accredited, the Subscriber has enough knowledge and experience to evaluate the risks.

6. SECURITIES LAW MATTERS

The Shares have not been registered under the Securities Act of 1933 or any state securities law, and no registration statement has been filed. The Shares will be "restricted securities" under Rule 144 (17 C.F.R. § 230.144) and may be resold only if registered or an exemption is available. The Subscriber will transfer the Shares only in compliance with those laws and the Company's governing documents. The certificate or ledger entry will carry a legend saying so.

7. VESTING AND REPURCHASE OPTION (FOUNDER AND EMPLOYEE SHARES, OPTIONAL)

[ ] Check to apply. The Shares vest in _____ equal monthly installments while the Subscriber remains in service to the Company, with no Shares vesting before a cliff of _____ months. If service ends, the Company may buy back unvested Shares within 90 days at (check one) [ ] the price paid per Share [ ] the lower of the price paid and fair market value. The Company's secretary holds a stock power signed in blank until the Shares vest. Nothing here gives a right to continued service.

8. GENERAL TERMS

[ ] The Subscriber will sign a joinder to _____ at the Closing. The Subscriber indemnifies the Company for any breach of the Subscriber's representations, which survive the Closing.

Disputes will be resolved (check one): [ ] in court; [ ] by mediation, then court; [ ] by mediation, then binding arbitration, in _____ County. The laws of the State of _____ govern this Agreement, and the laws of the Company's state of incorporation govern corporate-law matters about the Shares.

This Agreement is the entire agreement about the sale and can be changed only in a writing signed by both parties. The Subscriber may not assign it without the Company's consent. If any part is unenforceable, the rest stays in effect. This Agreement may be signed in counterparts and electronically.

Additional terms: _____

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SIGNATURES

Company (by authorized officer, with title)

Signature: _____ Date: _____

Printed Name: _____

Subscriber

Signature: _____ Date: _____

Printed Name: _____

EXHIBIT A: STOCK POWER (ASSIGNMENT SEPARATE FROM CERTIFICATE)

For value received, _____ assigns and transfers to _____ (the "Company") _____ shares of the _____ stock of the Company standing in the undersigned's name on its books and represented by Certificate No. _____, and irrevocably appoints the Company's secretary as attorney-in-fact to transfer those shares on its books, with full power of substitution. This stock power may be used only as permitted by the Stock Subscription Agreement dated _____.

Subscriber's signature: _____ Date: _____

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