Stock Option Agreement

I. Parties

The parties to this Stock Option	Agreement ("Agreement"	'hereinafter) are identified below;

Company	Employee	
WHEREAS the Employee is work	ging for the Company as a/an	
under the terms of Employment Agre		
WHEREAS the Company provides	an incentive for long-term employment and to align the Employment	oyee's
interests with those of the Company shares of the Company's common sto	and its shareholders by granting the Employee the option to pur ock.	chase
	ted herein are subject to the terms and conditions of the Comp ted by reference and made a part of this Agreement;	pany's
NOW, THEREFORE, in consider	ration of the mutual promises and covenants set forth herein	n, the
parties agree as follows: II. Grant of Option		
_	s of this Agreement, the Company hereby grants the Employ	vee an
option (the " <i>Option</i> ") to purchase ι	shares of the Company's common	stock
(the " Shares ") at an exercise price o	f(" Exercise Price ") per share	
The Option granted herein is into	ended to be a	under
applicable tax laws.		

To exercise the Option, the Employee shall provide written notice to the Company specifying the number of Shares to be purchased and pay the total Exercise Price for the Shares being purchased.

III. Vesting Schedule

Vesting Schedule shall mean, pursuant to which the option is to vest and become exercisable for the Option Shares in a series of installments over Employee's period of employment and is as follows;

Shares	Vest Type	Full Vest Date	Expiration Date

IV. Termination of Employment Agreement

The Employee will only have the right to purchase Company shares as long as the service relationship with the Company continues. In the event that the service relationship is terminated for any reason, as of the said date, the Option Holder's purchase rights that have not yet matured and the purchase rights that have accrued but not yet been used will automatically expire and without any need for notice.

V. Taxes

The Employee acknowledges and accepts that the exercise of the Option and the sale of Shares may result in tax liabilities. The Employee is encouraged to consult a tax advisor regarding such consequences. The Company has no liability in terms of tax liabilities that may arise from the use of stock options and share sales of the Employee.

VI. Employment at Will

This Agreement does not guarantee the Employee any right to remain employed by the Company for a specific period, nor do they limit the rights of either the Company or the Employee to terminate the employment relationship at any time, with or without cause.

VII. Governing Law

This Agreement shall be governed by and contrued in accordance with the governing law of the Employment Agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Stock Option Agreement as of the Grant date.

Company Employee

Name Name

Date Date

Signature Signature



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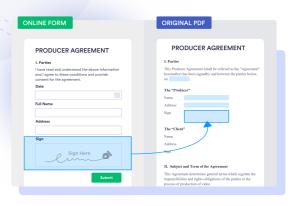
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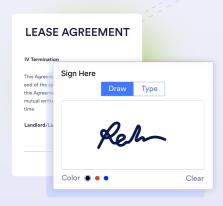
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