[COMPANY NAME]

COMMON STOCK PURCHASE AGREEMENT

This Common Stock Purchase Agreement (the “***Agreement***”) is made as of \_\_\_\_\_\_\_\_\_\_, 2025 by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Delaware corporation (the “***Company***”), and Neo 4.0, L.P. (“***Purchaser***”).

1. **Sale of Stock.** Subject to the terms and conditions of this Agreement, on the Purchase Date (as defined below) the Company will issue and sell to Purchaser, and Purchaser agrees to purchase from the Company, [\_\_\_\_\_\_\_\_] shares[[1]](#footnote-1) (the “***Shares***”) of the Company’s Common Stock, par value $[0.00001][[2]](#footnote-2) per share (“***Common Stock***”), at a purchase price of $[0.00001][[3]](#footnote-3) per Share (the “***Original Purchase Price***”) for a total purchase price of $[\_\_\_\_\_], which, together with all other Shares purchased by affiliates of Purchaser on or about the date hereof, represents 1.5% of the Company’s Capital Stock as of the date of this Agreement. The term “***Company’s Capital Stock***” means all shares of capital stock issued and outstanding and all issued and outstanding or promised options, warrants, convertible securities and other rights to acquire capital stock of the Company, other than convertible securities for which a specific conversion ratio is not determinable as of the date of this Agreement (which, for the avoidance of doubt, adjustment is provided for in Section 3 below). For the avoidance of doubt, the term “Company’s Capital Stock” does not include unpromised shares authorized and available for issuance pursuant to any stock, equity, or similar plan maintained by the Company. The term “***Shares***” refers to the purchased Shares and all securities received in connection with the Shares pursuant to stock dividends or splits, all securities received in replacement of the Shares in a recapitalization, merger, reorganization, exchange or the like, and all new, substituted or additional securities or other properties to which Purchaser is entitled by reason of Purchaser’s ownership of the Shares and any Additional Shares, as defined below.
2. **Purchase.** The purchase and sale of the Shares under this Agreement shall occur at the principal office of the Company simultaneously with the execution and delivery of this Agreement by the parties or on such other date as the Company and Purchaser shall agree (the “***Purchase Date***”). On the Purchase Date, the Company will deliver to Purchaser a certificate representing the Shares to be purchased by Purchaser (which shall be issued in Purchaser’s name) against payment of the purchase price therefor by Purchaser by (a) cash, (b) cancellation of indebtedness of the Company to Purchaser, or (c) by a combination of the foregoing.
3. **Additional Shares.**
   1. Upon the occurrence of a True-Up Event, the Company shall automatically issue to Purchaser additional shares of the Company’s Common Stock (“***Additional Shares***”) for no additional consideration (except as may be required by law) to maintain Purchaser’s and its affiliates’ aggregate ownership interest represented by the Shares at (i) 1.5% of (ii) (x) the Company’s Capital Stock as of the date of this Agreement plus (y) all shares of the Company’s capital stock issued or issuable pursuant to any transaction(s) triggering a True-Up Event (as defined below) plus (z) all Additional Shares. Upon request, the Company shall promptly issue an additional stock certificate or certificates representing such Additional Shares.
   2. “***True-Up Event***” means each occurrence of the following:
      1. On or between the date of this Agreement and immediately prior to or in connection with the Equity Financing or Liquidity Event (as the case may be and as each term is defined in that certain Simple Agreement for Future Equity issued by the Company to Purchaser dated on or about the date of this Agreement), the Company’s issuance and/or sale (or commitment prior to or in connection with the Equity Financing or Liquidity Event, as the case may be, to issue and/or sell) of additional equity securities to any of the Company’s employees or services providers that were employed or engaged by the Company as of the date of this Agreement (“***Qualified Pre-Existing Service Awards***”).
      2. In the case of convertible securities outstanding as of the date of this Agreement, the time that such securities convert into capital stock or at such time a specific conversion ratio is established pursuant to the operation of such instrument.
4. **Limitations on Transfer.** In addition to any other limitation on transfer created by applicable securities laws, Purchaser shall not assign, encumber or dispose of any interest in such Shares except in compliance with the provisions below and applicable securities laws.
   1. **Right of First Refusal.** Before any Shares held by Purchaser or any transferee of Purchaser (either being sometimes referred to herein as the “***Holder***”) may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Section 4(a) (the “***Right of First Refusal***”).
      1. **Notice of Proposed Transfer.** The Holder of the Shares shall deliver to the Company a written notice (the “***Notice***”) stating: (A) the Holder’s bona fide intention to sell or otherwise transfer such Shares; (B) the name of each proposed purchaser or other transferee (“***Proposed Transferee***”); (C) the number of Shares to be transferred to each Proposed Transferee; and (D) the terms and conditions of each proposed sale or transfer. The Holder shall offer the Shares at the same price (the “***Offered Price***”) and upon the same terms (or terms as similar as reasonably possible) to the Company or its assignee(s).
      2. **Exercise of Right of First Refusal.** At any time within thirty (30) days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all or a portion of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the Offered Price. If the terms of the proposed transfer in the Notice include consideration other than cash, the cash equivalent value of the non-cash consideration shall be determined by the Board in good faith. If the terms of the proposed transfer in the Notice provide that the Shares shall be transferred for no legal consideration (as, for example, in the case of a transfer by gift), the Offered Price will be the fair market value of the Shares as determined in good faith by the Board of Directors of the Company (the “***Board***”).
      3. **Payment.** Payment of the Offered Price shall be made, at the election of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness, or by any combination thereof within sixty (60) days after receipt of the Notice or in the manner and at the times set forth in the Notice.
      4. **Holder’s Right to Transfer.** If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section 4(a), then the Holder may sell or otherwise transfer such remaining Shares to that Proposed Transferee at the Offered Price or at a higher price, provided that such sale or other transfer is consummated within one hundred twenty (120) days after the date of the Notice and provided further that any such sale or other transfer is effected in accordance with any applicable securities laws and the Proposed Transferee agrees in writing that the provisions of this Section 4 shall continue to apply to the Shares in the hands of such Proposed Transferee. The Company, in consultation with its legal counsel, may require the Holder to provide an opinion of counsel evidencing compliance with applicable securities laws. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, or if the Holder proposes to change the price or other terms to make them more favorable to the Proposed Transferee, a new Notice shall be given to the Company, and the Company and/or its assignees shall again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.
      5. **Exception for Certain Transfers.** Anything to the contrary contained in this Section 4(a) notwithstanding, the transfer of any or all of the Shares to any stockholder, member, partner or other equity holder of Holder or any affiliate thereof, shall be exempt from the provisions of this Section 4(a). In such case, the transferee or other recipient shall receive and hold the Shares so transferred subject to the provisions of this Section 4, and there shall be no further transfer of such Shares except in accordance with the terms of this Section 4.
   2. **Assignment.** The right of the Company to purchase any part of the Shares may be assigned in whole or in part to any holder or holders of capital stock of the Company or other persons or organizations.
   3. **Restrictions Binding on Transferees.** All transferees of Shares or any interest therein will receive and hold such Shares or interest subject to the provisions of this Agreement. In the event of any purchase by the Company hereunder where the Shares or interest are held by a transferee, the transferee shall be obligated, if requested by the Company, to transfer the Shares or interest to Purchaser for consideration equal to the amount to be paid by the Company hereunder. Payment of the purchase price by the Company to such transferee shall be deemed to satisfy Purchaser’s obligation to pay such transferee for such Shares or interest and also to satisfy the Company’s obligation to pay Purchaser for such Shares or interest. Any sale or transfer of the Shares shall be void unless the provisions of this Agreement are satisfied.
   4. **Termination of Rights.** The Right of First Refusal shall terminate upon the first sale of Common Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the “***Securities Act***”), other than a registration statement relating solely to the issuance of Common Stock pursuant to a business combination or an employee incentive or benefit plan. Upon termination of such transfer restrictions, the Company will remove any stop-transfer notices referred to in Section 7(b) below and related to the restriction in Section 4(a) and a new certificate or certificates representing the Shares not repurchased shall be issued, on request, without the legend referred to in Section 7(a)(ii) below.
   5. **Lock-up Agreement.** In connection with the initial public offering of the Company’s securities and upon request of the Company or the underwriters managing such offering of the Company’s securities, Purchaser agrees not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for 180 days from the effective date of such registration, plus such additional period, to the extent required by FINRA rules, up to a maximum of 216 days from the effective date of the registration statement, and Purchaser shall execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of the Company’s initial public offering.
5. **Company Representation**. The Company represents and warrants to Purchaser that the Company has made available to Purchaser all the information that Purchaser has requested for deciding whether to acquire the Shares. No information furnished to Purchaser contains any untrue statement of material fact or omits to state a material fact necessary in order to make the information not misleading in light of the circumstances under which the information was made available.
6. **Investment and Taxation Representations.** In connection with the purchase of the Shares, Purchaser represents to the Company the following:
   1. Purchaser is aware of the Company’s business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Shares. Purchaser is purchasing the Shares for investment for Purchaser’s own account only and not with a view to, or for resale in connection with, any “distribution” thereof within the meaning of the Securities Act or under any applicable provision of state law. Purchaser does not have any present intention to transfer the Shares to any other person or entity.
   2. Purchaser understands that the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser’s investment intent as expressed herein.
   3. Purchaser understands that the Shares are “restricted securities” under applicable U.S. federal and state securities laws and that, pursuant to these laws, Purchaser must hold the Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Purchaser acknowledges that the Company has no obligation to register or qualify the Shares for resale. Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Shares, and requirements relating to the Company which are outside of Purchaser’s control, and which the Company is under no obligation and may not be able to satisfy.
   4. Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser’s purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Company for any tax advice.
   5. To the extent Purchaser is not a director or executive officer of the Company, by Purchaser’s execution of this Agreement such Purchaser hereby represents that (1) Purchaser is an “accredited investor” as that term is defined in Rule 501 of Regulation D promulgated by the Commission under the Securities Act and (2) Purchaser has either (i) preexisting personal or business relationships with the Company or any of its officers, directors or controlling persons, or (ii) the capacity to protect its own interests in connection with the purchase of the Shares by virtue of the business or financial expertise of itself or of professional advisors to Purchaser who are unaffiliated with and who are not compensated by the Company or any of its affiliates, directly or indirectly.
7. **Restrictive Legends and Stop-Transfer Orders.**
   1. **Legends.** The certificate or certificates representing the Shares or, in the case of uncertificated Shares, any notice of issuance with respect to such uncertificated Shares, shall bear the following legends (as well as any legends required by applicable state and federal corporate and securities laws):
      * 1. THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL FOR THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.
        2. THE SHARES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, PLEDGED OR ENCUMBERED, EXCEPT IN CONFORMITY WITH THE TERMS OF A COMMON STOCK PURCHASE AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THE SHARES (OR SUCH HOLDER’S PREDECESSOR IN INTEREST).  SUCH AGREEMENT GRANTS CERTAIN RIGHTS OF FIRST REFUSAL TO THE COMPANY (OR ITS NOMINEE(S)) UPON THE SALE, ASSIGNMENT, TRANSFER, PLEDGE OR ENCUMBRANCE OF THE SHARES.  A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.
        3. Any legend required to be placed thereon by appropriate blue sky officials.
   2. **Stop-Transfer Notices.** Purchaser agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate “stop transfer” instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.
   3. **Refusal to Transfer.** The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.
8. **Qualified Small Business Stock.**
   1. **Company Representation.** As of and immediately following the issuance of the Shares to the Purchaser: (i) the Company will be an eligible corporation as defined in Section 1202(e)(4) of the Internal Revenue Code of 1986, as amended (the “***Code***”), (ii) the Company will not have made purchases of its own stock described in Code Section 1202(c)(3)(B) during the one (1) year period preceding the Initial Closing, except for purchases that are disregarded for such purposes under Treasury Regulation Section 1.1202-2, and (iii) the Company's aggregate gross assets, as defined by Code Section 1202(d)(2), at no time between its incorporation and through the Initial Closing have exceeded $50 million, taking into account the assets of any corporations required to be aggregated with the Company in accordance with Code Section 1202(d)(3); provided, however, that in no event shall the Company be liable to the Purchaser or any other party for any damages arising from any subsequently proven or identified error in the Company’s determination with respect to the applicability or interpretation of Code Section 1202, unless such determination shall have been given by the Company in a manner either grossly negligent or fraudulent.
   2. **Covenant.** The Company shall use commercially reasonable efforts to cause the Shares, as well as any shares into which such shares are converted, within the meaning of Section 1202(f) of the Code, to constitute “qualified small business stock” as defined in Section 1202( c) of the Code; provided, however, that such requirement shall not be applicable if the Board of Directors of the Company determines, in its good-faith business judgment, that such qualification is inconsistent with the best interests of the Company. The Company shall submit to its stockholders and to the Internal Revenue Service any reports that may be required under Section 1202(d)(l)(C) of the Code and the regulations promulgated thereunder. In addition, within twenty (20) business days after the Purchaser's written request therefor, the Company shall, at its option, either (i) deliver to the Purchaser a written statement indicating whether (and what portion of) the Purchaser's interest in the Company constitutes “qualified small business stock” as defined in Section 1202(c) of the Code or (ii) deliver to the Purchaser such factual information in the Company's possession as is reasonably necessary to enable the Purchaser to determine whether (and what portion of) the Purchaser's interest in the Company constitutes “qualified small business stock” as defined in Section 1202(c) of the Code.
9. **Miscellaneous.**
   1. **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.
   2. **Entire Agreement; Enforcement of Rights.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.
   3. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
   4. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by fax or 48 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party’s address or fax number as set forth below or as subsequently modified by written notice.
   5. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
   6. **Successors and Assigns.** The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by the Company’s successors and assigns. The rights and obligations of Purchaser under this Agreement may only be assigned with the prior written consent of the Company.
   7. **California Corporate Securities Law.** THE SALE OF THE SECURITIES THAT ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF THE SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO THE QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

*[Signature Page Follows]*

The parties have executed this Common Stock Purchase Agreement as of the date first set forth above.

**COMPANY:**

**[COMPANY NAME]**

By:

Name:

Title:

Address:

Email:

**PURCHASER:**

**NEO 4.0, L.P.**

By: Neo GP 4.0, LLC, its General Partner

By:

Name: Ali Partovi

Title: Managing Director

Address: 2121 S. El Camino Real, Ste 200

San Mateo, CA 94403

Attention: Ali Partovi

Email: finance@neo.com

1. NTD: To be split between Neo 4.0 and Neo 4.0a as indicated by Neo., once applicable. [↑](#footnote-ref-1)
2. NTD: Confirm par value from the Company’s Certificate of Incorporation. [↑](#footnote-ref-2)
3. NTD: Confirm issue price based on the greater of the nominal price per share paid by the founders or latest independent 409A valuation for a share of common stock (if any). [↑](#footnote-ref-3)