Restricted stock purchase agreement template

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How is the sale of restricted stock taxed. What is a common stock purchase agreement. What is a restricted stock purchase agreement. What is a stock restriction agreement. Can restricted stock be sold.

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A restricted stock purchase agreement is a legal agreement that sets the terms and conditions for a stakeholder to purchase shares of a company, but the stakeholder may be referred to as the company, but the stakeholder may be referred to as the company is simply referred to as the company, but the stakeholder may be referred to as the company.
to as the purchaser. A party to the restricted stock purchase agreement is usually someone like an executive, a director, or a founder of the company. It may offer the stakeholder the right of first refusal, restrict or define their voting rights, and lay out the shelflife of such restrictions and whether or not they're indefinite. Exhibit 99.3 Z RESEARCH,
INC. RESTRICTED STOCK PURCHASE AGREEMENT This Restricted Stock Purchase Agreement (the "Agreement") is made as of October 30, 2008 by and between Z Research, Inc., a Delaware corporation (the "Company"), and Anand Babu (the "Purchaser").
and the Purchaser agree as follows: 1. Purchase and Sale of the Shares. Subject to the terms and conditions of this Agreement, the Company on the Closing (as defined below) 1,333,333 shares of the Company's Common Stock, par value $0.001 per share (the
"Shares"), at a price of $0.02 per share (the "Purchase Price"), for an aggregate purchase price of $26,666.66. 2. Closing will take place at
the principal office of the Company or at such other place as shall be designated by the Company by wire transfer, check or any other method of payment permissible under applicable law and approved by the Company's Board of Directors (or any
combination of such methods of payment), and the Company will issue, as promptly thereafter as practicable, a stock certificate, registered in the name of the Purchaser ceases to be an employee, consultant, advisor, officer or director of the Company (a "Service
Provider") for any or no reason, including, without limitation, by reason of the Purchaser's death or disability (as defined in Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), "Disability"), resignation or involuntary termination, the Company shall, from such time (as determined by the Company in its discretion), have an
irrevocable, exclusive option to repurchase Option (the "Unreleased Shares"), at a price per share equal to the lesser of (x) the fair market value of the shares at the time the Repurchase Option is exercised, as determined by the Company's board of
directors and (y) the Purchase Price (the "Repurchase Price"). The Company may exercise its Repurchase Option as to any or all of the Unreleased Shares at any time after the Purchase Price"). The Company may exercise its Repurchase Option shall be
deemed to have been automatically exercised as to all Unreleased Shares at 5:00 p.m. (Pacific Time) as of the date that is 60 days following the date that i
Repurchase Option, it shall notify the Purchaser in writing within 60 days of the date the Purchaser ceases to be a Service Provider, the Company shall deliver payment to the Purchaser, with a copy to the Escrow Agent
(as defined in Section 8 hereof), by any of the following methods, in the Company's sole discretion: (i) delivering to the Purchaser's executor a check in the amount of the Purchaser's executor a check in the aggregate Repurchase Price, or (iii) any
combination of (i) and (ii) such that the combined payment and cancellation of indebtedness equals the aggregate Repurchase Price. C. Rights upon Exercised, the sole right and remedy of the Purchaser thereafter shall be to receive the Repurchase Price, and in no case shall
the Purchaser have any claim of ownership as to any of the Unreleased Shares. D. Assignability. The Company in its sole discretion may assign all or part of the Repurchase Option; Vesting. A.
Vesting. So long as the Purchaser's continuous status as a Service Provider has not yet terminated in each such instance, 1/48th of the total number of Shares shall be released from the Repurchase Option on the date one month, on the last day of such month), and
an additional 1/48th of the total number of Shares shall be released from the Repurchase Option on the corresponding day of each month, until all Shares have been released on the fourth anniversary of this Agreement. B. Acceleration upon Termination
after a Change of Control. If the Purchaser's continuous status as a Service Provider is terminated by the Company for any reason within twelve (12) months after a Change of Control (as defined below), 100% of the total number of Shares that have not been released from the Repurchase Option shall be immediately released from the Repurchase
Option. C. Acceleration upon a Change of Control. In addition to the foregoing, if If the Purchaser's continuous status as a Service Provider is terminated by the Company without Cause (as defined below) prior to a Change of Control (as defined below) prior to a Change of Control.
be immediately released from the Repurchase Option. D. "Change of Control" means of this Agreement, a "Change of Control" means of the Company by another entity by means of the Company by another entity by means of this Agreement, a "Change of Control" means of the Company by another entity by means of this Agreement, a "Change of Control" means of the Company by another entity by another entity by another entity by another entity by another enti
stock transfer, but excluding any such transaction or series of related transaction or series of re
of the surviving or acquiring entity (provided that the sale by the Company of its securities for the purposes of raising additional funds shall not constitute a Change of Control hereunder); or (2) a sale of all or substantially all of the assets of the Company. E. Delivery of Released Shares. Subject to the provisions of Section 8, the Shares which have
been released from the Company's Repurchase Option shall be delivered to the Purchaser's repeated failure, in the reasonable judgment of the Board of Directors, to substantially perform his or her assigned duties or
responsibilities as a Service Provider as directed or assigned by the Company's Board of Directors (other than a failure resulting from the Purchaser's failure to perform such duties or responsibilities and the
Purchaser having had the opportunity to address the Board, with counsel, regarding such alleged failures and his or her failure to remedy same within 30 days of receiving written notice; (ii) the Purchaser's
violation of a federal or state law or regulation directly or indirectly applicable to the business of the Company or its affiliates; (iv) the Purchaser's material breach of the terms of any confidentiality agreement or invention assignment agreement between the
Purchaser and the Company (or any affiliate of the Company); or (v) the Purchaser being convicted of, or entering a plea of nolo contendere to, a felony or committing any act of moral turpitude, dishonesty or fraud against, or the misappropriation of material property belonging to, the Company or its affiliates. 5. Limitation on Payments. A. Payments
Limitation. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to the Purchaser (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Purchaser's benefits
under this Agreement shall be either (1) delivered in full, or (2) delivered as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal into account the applicable fe
an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 5 shall be made in writing by the Company's independent
public accountants (the "Accountants"), whose determination shall be conclusive and binding upon the Purchaser and the Company for all purposes. For purposes of making the calculations required by this Section 5, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good
faith interpretations concerning the application of Section 280G and 4999 of the Code. The Company shall bear all costs the Accountants may reasonably request in order to make a determination under this Section 5. The Company shall bear all costs the Accountants may reasonably request in order to make a determination under this Section 5.
incur in connection with any calculations contemplated by this Section 5. 6. Restrictions on Transfer. A. Investment representations and Legend Requirements. The Purchaser hereby makes the investment representations and Legend Requirements.
representations are incorporated into this Agreement by this reference, such that the Company may rely on them in issuing the Shares. The Purchaser understands and agrees that the Company shall cause the legends set forth below, or substantially equivalent legends, to be placed upon any certificate(s) evidencing ownership of the Shares, together
with any other legends that may be required by the Company or by applicable state or federal securities laws: THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED. PLEDGED OR HYPOTHECATED
UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT. THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN
RESTRICTIONS ON TRANSFER, A RIGHT OF FIRST REFUSAL, A LOCK-UP PERIOD IN THE EVENT OF A PUBLIC OFFERING AND A REPURCHASE OPTION HELD BY THE ISSUER AND THE ORIGINAL HOLDER OF THESE
SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS, RIGHT OF FIRST REFUSAL, LOCK-UP PERIOD AND REPURCHASE OPTION ARE BINDING ON TRANSFEREES OF THESE SHARES. B. Stop-Transfer Notices. The Purchaser agrees that 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 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 hereby agrees that the Purchaser shall
not sell, offer, pledge, contract to sell, grant any option or contract to sell, grant any option or contract to purchase any option or contract to sell, grant any right or warrant to purchase any option or contract to sell, grant any option or contract to sel
transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or other securities Act of 1933, as amended (the "Securities Act"), that includes securities to be sold on behalf of the
Company to the public in an underwritten public offering under the Securities Act through the end of the 180-day period following the effective date of such registration statement (or such other period as may be requested by the Company or the underwriters to accommodate regulatory restrictions on (i) the publication or other distribution of
research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in NASD Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto). -4- The Purchaser further agrees, if so requested by the Company or any representative of its underwriters, to enter into such
underwriter's standard form of "lockup" or "market standoff" agreement in a form satisfactory to the Company and such underwriter. The Company may impose stop-transfer instructions with respect to securities subject to
the Repurchase Option contained in Section 3 of this Agreement, nor any beneficial interest in such Shares, shall be sold, gifted, transferred, encumbered or otherwise disposed of in any way (whether by operation of law or otherwise) by the Purchaser, other than as expressly permitted or required by Section 3. F. Released Shares. No Shares
purchased pursuant to this Agreement, nor any beneficial interest in such Shares, shall be sold, transferred, encumbered or otherwise disposed of in any way (whether by operation of law or otherwise) by the Purchaser or any subsequent transferred, encumbered or otherwise disposed of in any way (whether by operation of law or otherwise) by the Purchaser or any subsequent transferred, encumbered or otherwise disposed of in any way (whether by operation of law or otherwise) by the Purchaser or any subsequent transferred, encumbered or otherwise disposed of in any way (whether by operation of law or otherwise) by the Purchaser or any subsequent transferred, encumbered or otherwise disposed of in any way (whether by operation of law or otherwise) by the Purchaser or any subsequent transferred, encumbered or otherwise disposed of in any way (whether by operation of law or otherwise) by the Purchaser or any subsequent transferred, encumbered or otherwise disposed of in any way (whether by operation of law or otherwise) by the Purchaser or any subsequent transferred, encumbered or otherwise disposed of law or otherwise disposed of law or otherwise disposed of law or otherwise disposed or otherwise d
this Agreement. 7. Company's Right of First Refusal. Before any Shares acquired by the Purchaser pursuant to this Agreement (or any beneficial interest in such Shares) may be sold, transferred, encumbered or otherwise disposed of in any way (whether by operation of law or otherwise) by the Purchaser or any subsequent transferred (each a
"Holder"), such Holder must first offer such Shares or beneficial interest to the Company and/or its assignee(s) as follows: A. Notice of Proposed Transfer. The Holder shall deliver to the Company a written notice stating: (i) the Holder's bona fide intention to sell or otherwise transfer the Shares; (ii) the name of each proposed transferee; (iii) the
number of Shares to be transferred to each proposed transferred; (iv) the bona fide cash price or other consideration for which the Holder proposes to transferred to each proposes to transferred; and (v) that by delivering the notice, the Holder proposes to transferred to each proposed transferred; and (v) that by delivering the notice, the Holder proposed transferred to each proposed transferred; (iv) the bona fide cash price or other consideration for which the Holder proposed transferred to each proposed transferred; (iv) the bona fide cash price or other consideration for which the Holder proposed transferred to each proposed transferred to e
B. Exercise of Right of First Refusal. At any time within 30 days after receipt of the Holder's notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the proposed transferees, at the purchase price determined in
accordance with Section 7.C. C. Purchase Price for the Shares purchased by the Company and/or its assignee(s) under this section shall be the price listed in the Holder's notice. If the price listed in the Holder's notice includes consideration other than cash, the cash equivalent value of the non-cash consideration shall be
determined by the Board of Directors of the Company in its sole discretion. D. Payment of the purchase price shall be made, at the option of any outstanding indebtedness of the Holder to the Company and/or its assignee(s), or by any combination
thereof within 30 days after receipt by the Company of the Holder's notice (or at such later date as is called for by such notice). E. Holder's Right to Transferred to a given proposed in the Shares proposed in the notice to be transferred to a given proposed transferred to a given proposed transferred to a given proposed in the Shares proposed in the notice to be transferred to a given proposed transferred to a given proposed transferred to a given proposed in the notice to be transferred to a given proposed transferred to a given prop
may sell or otherwise transfer such Shares to that proposed transfer is made only on the terms provided for in the notice, with the exception of the purchase price, which may be either the date the notice is delivered
to the Company; (iii) -5- the transfer is effected in accordance with any applicable securities laws, and if requested by the Company to that effect; and (iv) the proposed transferee agrees in writing to receive and hold the Shares so transferred subject to all of the
provisions of this Agreement, including but not limited to this section, and there shall be no further transferred to the proposed transferred
notice shall be given to the Company, and the Company and/or its assignees shall again be offered the right of first refusal described in this section. F. Exception for Certain Family Transfers. Notwithstanding anything to the contrary contained elsewhere in this section, the transfer of any or all of the Shares during the Holder's lifetime or on the
Holder's death by will or intestacy to (i) the Holder's spouse or domestic partner; (ii) the Holder's lineal descendants or antecedents, siblings, aunts, uncles, cousins, nieces and nephews (including adoptive relationships), and their spouses or domestic partners; (iii) the lineal descendants or antecedents, siblings
uncles, nieces and nephews of Holder's spouse or domestic partners; and (iv) a trust or other similar estate planning vehicle for the benefit of the Holder or any such person, shall be exempt from the provisions of this section; provided that, in each such
case, the transferee agrees in writing to receive and hold the Shares so transferred subject to all of the provisions of this section; and provided further, that without the prior written consent of the
Company, which may be withheld in the sole discretion of the Company, no more than three transfers by any transferse. For purposes of this Agreement, a person will be deemed to be a "domestic partner" of another person if the two persons (1) reside in the
same residence and plan to do so indefinitely, (2) have resided together for at least one year, (3) are each at least 18 years of age and mentally competent to consent to contract, (4) are financially interdependent, as demonstrated to the
reasonable satisfaction of the Company and (6) have each been the sole spouse equivalent of the other for the year prior to the transfer and plan to remain so indefinitely; provided that a person will not be considered a domestic partner if he or she is married to another person or has any other spouse equivalent. G. Termination of Right of First
Refusal. The right of first refusal contained in this section shall terminate as to all Shares purchased hereunder upon the earlier of: (i) the closing date of 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, and (ii) the closing date of a Change of Control pursuant to which the holders of the Securities of the Company receive securities of the Securities of the Company receive securities of the Securities of the Securities of the Securities of the Securities and (ii) the closing date of a Change of Control pursuant to which the holders of the Securities of t
Purchaser agrees, immediately upon receipt of the certificate(s) evidencing the Shares, to deliver such certificate(s), together with a stock power in the form of Exhibit B attached to this Agreement, executed by the Purchaser and by the Purchaser's spouse, if any (with the date and number of Shares left blank), to the Secretary of the Company or to
another designee of the Company (the "Escrow Agent"). These documents shall be held by the Escrow Agent pursuant to the Joint Escrow Agent pursuant to the J
delivered to the Escrow Agent after the Closing. -6- B. Rights in Escrow Shares. Subject to the terms hereof, the Purchaser shall have all the rights of a stockholder with respect to such Shares. Subject to the terms hereof, the Purchaser shall have all the rights of a stockholder with respect to such Shares.
Option, there is (i) any stock dividend, stock split or other change in the Shares, (ii) any dividend of cash or other acquisition of the Company, any and all new, substituted or additional securities or cash or other consideration to which the Purchaser is
entitled by reason of the Purchaser's ownership of the Shares shall immediately become subject to this escrow, deposited with the Escrow Agent and included thereafter as "Shares" for purposes of this Agreement and the Company's Repurchaser has reviewed with the Purchaser's own tax advisors the
federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. The Purchaser is relying solely on such advisors and not on any statements or representations of the Company) shall be responsible for
any tax liability that may arise as a result of the Shares and the fair market value of the Shares as ordinary income the difference between the purchase price for the Shares and the fair market value of the Shares as ordinary income the difference between the purchase price for the Shares and the fair market value of the Shares as ordinary income the difference between the purchase price for the Shares and the fair market value of the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the purchase price for the Shares as ordinary income the difference between the differen
"restriction" includes the right of the Company to buy back the Shares pursuant to the Repurchase Option. The Purchaser understands that the Purchaser way elect to be taxed at the time the Shares are purchased rather than when and as the Repurchaser way elect to be taxed at the time the Shares pursuant to the Repurchase Option. The Purchaser way elect to be taxed at the time the Shares are purchased rather than when and as the Repurchaser way elect to be taxed at the time the Shares pursuant to the Repurchaser way elect to be taxed at the time the Shares are purchaser way elect to be taxed at the time the Shares pursuant to the Repurchaser way elect to be taxed at the time the Shares pursuant to the Repurchaser way elect to be taxed at the time the Shares are purchaser way elect to be taxed at the time the Shares pursuant to the Repurchaser way elect to be taxed at the time the Shares pursuant to the Repurchaser way elect to be taxed at the time the Shares pursuant to the Repurchaser way elect to be taxed at the time the Shares pursuant to the Repurchaser way elect to be taxed at the time the Shares pursuant to the Repurchaser way elect to be taxed at the time the Shares pursuant to the Repurchaser way elect to be taxed at the time the Shares pursuant to the Repurchaser way elect to the taxed at the time the Shares pursuant to the Repurchaser way elect to the taxed at the time the Shares pursuant to the Repurchaser way elect to the taxed at the time the Shares pursuant to the Repurchaser way elect to the taxed at the time the Shares pursuant to the Repurchaser way elect to the taxed at the time the Shares pursuant to the Repurchaser way elect to the Repurchaser way elect to the taxed at the t
from the date of purchase. THE FORM FOR MAKING THIS SECTION 83(B) ELECTION IS ATTACHED TO THIS AGREEMENT AS EXHIBIT D AND THE PURCHASER (AND NOT THE COMPANY OR ANY OF ITS AGENTS) SHALL BE SOLELY RESPONSIBLE FOR APPROPRIATELY FILING SUCH FORM, EVEN IF THE PURCHASER REQUESTS THE
COMPANY OR ITS AGENTS TO MAKE THIS FILING ON THE PURCHASER'S BEHALF. 10. General Provisions. A. Choice of law rules, of California. B. Integration. This Agreement, including all exhibits hereto, represents the entire agreement between the
parties with respect to the purchase of the Shares by the Purchaser and supersedes and replaces any are limited to, any representations made during any interviews, relocation discussions or negotiations whether written or oral agreements regarding the subject matter of this Agreement including, but not limited to, any representations made during any interviews, relocation discussions or negotiations whether written or oral. C. Notices. Any
notice, demand, offer, request or other communication required or permitted to be given by either the Company or the Purchaser pursuant to the terms of this Agreement shall be in writing and shall be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by facsimile (with
receipt of appropriate confirmation), (iv) one business day after being deposited in the U.S. mail, First Class with postage prepaid and return receipt requested, and addressed to the parties at the addresses provided to the Company (which the Company agrees to disclose to the
other parties upon request) or such other address as a party may request by notifying the other in writing. D. Successors. Any successor to the Company's business and/or assets shall assume the obligations
under this Agreement and agree expressly -7- to perform the obligations under this Agreement, the term "Company" shall include any successor to the Company's business
and/or assets which executes and delivers the assumption agreement by operation of law. Subject to the restrictions on transfer set forth in this Agreement by operation of law. Subject to the restrictions on transfer set forth in this Agreement by operation of law.
and assigns. E. Assignment; Transfers. Except as set forth in this Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by the Purchaser without such consent to assign, transfer,
delegate or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Except as set forth in this Agreement, any transfers in violation of any restriction upon transfer contained in any section of this Agreement, any transfers in violation of any restriction upon transfers in violation of any restriction upon transfers in violation of any restriction upon transfers in violation of this Agreement, any transfers in violation of any restriction upon transfers in violation upon transf
Either party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of either party's right to assert any
other legal remedy available to it. G. Purchaser Investment Representations and Further Documents. The Purchaser agrees upon request to execute any further documents or instruments necessary or reasonably desirable in the view of the Company to carry out the purposes or intent of this Agreement, including (but not limited to) the applicable
exhibits and attachments to this Agreement. H. Severability. Should any provision of this Agreement be found to be illegal or unenforceable to the greatest extent permitted by law. I. Rights as Stockholder. Subject to the terms and conditions of this Agreement, the
Purchaser shall have all of the rights of a stockholder of the Company with respect to the Shares from and after the date that the Purchaser delivers a fully executed copy of this Agreement (including the applicable exhibits and attachments to this Agreement) and full payment for the Shares to the Company, and until such time as the Purchaser
disposes of the Shares in accordance with this Agreement. Upon such transfer, the Purchaser shall have no further rights as a holder of the Shares so purchased in accordance with the provisions of this Agreement, and the Purchaser shall
forthwith cause the certificate(s) evidencing the Shares so purchased to be surrendered to the Company for transfer or cancellation. J. Adjustment for Stock Split. All references to the number of Shares and the purchase price of the Shares which
may be made after the date of this Agreement. K. Employment at Will. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THIS AGREEMENT IS EARNED ONLY BY CONTINUING SERVICE AS A SERVICE PROVIDER AT WILL (AND NOT THROUGH THE ACT OF BEING HIRED OR PURCHASING
SHARES HEREUNDER). THE PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A -8- SERVICE PROVIDER
FOR THE VESTING PERIOD, OR FOR ANY PERIOD AT ALL, AND SHALL NOT INTERFERE WITH THE PURCHASER'S RIGHT OR THE COMPANY AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE. L. Arbitration and Equitable Relief. (1) Arbitration. IN
CONSIDERATION OF THE PROMISES IN THIS AGREEMENT, THE PURCHASER AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER OR BENEFIT PLAN OF THE COMPANY IN THEIR CAPACITY AS SUCH OR
OTHERWISE) ARISING OUT OF, RELATING TO, OR RESULTING FROM THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION 1280. THROUGH 1294.2, INCLUDING SECTION 1283.05 (THE "RULES") AND PURSUANT TO
CALIFORNIA LAW. DISPUTES WHICH THE PURCHASER AGREES TO ARBITRATE, AND THEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE
AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE
CALIFORNIA FAMILY RIGHTS ACT, THE CALIFORNIA LABOR CODE, CLAIMS OF HARASSMENT, DISCRIMINATION OR WRONGFUL TERMINATION AND ANY STATUTORY CLAIMS. THE PURCHASER FURTHER UNDERSTANDS THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE
WITH THE PURCHASER. (2) Procedure. THE PURCHASER AGREES THAT ANY ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION WILL BE SELECTED IN A MANNER CONSISTENT WITH ITS NATIONAL RULES FOR THE RESOLUTION OF EMPLOYMENT
DISPUTES. THE PURCHASER AGREES THAT THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION AND MOTIONS TO DISMISS AND DEMURRERS, PRIOR TO ANY ARBITRATION HEARING. THE
PURCHASER ALSO AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES, INCLUDING ATTORNEYS' FEES AND COSTS, AVAILABLE UNDER APPLICABLE LAW. PURCHASER UNDERSTANDS THAT THE COMPANY WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR
OR AAA EXCEPT THAT PURCHASER SHALL PAY THE FIRST $125.00 OF ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION PURCHASER INITIATES. PURCHASER AND CONDUCT ANY ARBITRATION IN A MANNER CONSISTENT WITH THE RULES AND THAT TO THE EXTENT
THAT THE AAA'S NATIONAL RULES FOR THE RESOLUTION OF EMPLOYMENT DISPUTES CONFLICT WITH THE RULES. THE RULES SHALL TAKE PRECEDENCE. THE PURCHASER AGREES THAT THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING. (3) Remedy, EXCEPT AS PROVIDED BY THE RULES AND THIS AGREEMENT.
ARBITRATION SHALL BE THE SOLE, EXCLUSIVE AND FINAL REMEDY FOR ANY DISPUTE BETWEEN THE PURCHASER AND THIS AGREEMENT, NEITHER THE PURCHASER NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION
REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION. NOTWITHSTANDING, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO DISREGARD OR REFUSE TO ENFORCE ANY LAWFUL COMPANY POLICY, AND THE ARBITRATOR SHALL NOT ORDER OR REQUIRE THE COMPANY TO ADOPT A POLICY NOT OTHERWISE REQUIRED
BY LAW WHICH THE COMPANY HAS NOT ADOPTED. (4) Availability of Injunctive Relief. BOTH PARTIES AGREE THAT ANY PARTY MAY PETITION A COURT FOR INJUNCTIVE RELIEF AS PERMITTED BY THE RULES INCLUDING, BUT NOT LIMITED TO, WHERE EITHER PARTY ALLEGES OR CLAIMS A VIOLATION OF ANY CONFIDENTIAL
INFORMATION OR INVENTION ASSIGNMENT AGREEMENT BETWEEN THE PURCHASER AND THE COMPANY OR ANY OTHER AGREEMENT REGARDING TRADE SECRETS, CONFIDENTIAL INFORMATION, NONSOLICITATION OR LABOR CODE §2870. BOTH PARTIES UNDERSTAND THAT ANY BREACH OR THREATENED BREACH OF SUCH
AN AGREEMENT WILL CAUSE IRREPARABLE INJURY AND THAT MONEY DAMAGES WILL NOT PROVIDE AN ADEQUATE REMEDY THEREFOR AND BOTH PARTIES HEREBY CONSENT TO THE ISSUANCE OF AN INJUNCTION. IN THE EVENT EITHER PARTY SEEKS INJUNCTIVE RELIEF, THE PREVAILING PARTY SHALL BE ENTITLED TO
RECOVER REASONABLE COSTS AND ATTORNEYS' FEES. (5) Administrative Relief. THE PURCHASER UNDERSTANDS THAT THIS AGREEMENT DOES NOT PROHIBIT THE PURCHASER FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE OR FEDERAL ADMINISTRATIVE BODY SUCH AS THE DEPARTMENT OF FAIR
EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION OR THE WORKERS' COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE THE PURCHASER FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM. (6) Voluntary Nature of Agreement. THE PURCHASER
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ACKNOWLEDGES AND AGREES THAT THE PURCHASER IS EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. THE PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE PURCHASER HAS CAREFULLY READ THIS AGREEMENT THAT THE PURCHASER HAS ASKED ANY QUESTIONS NEEDED FOR THE PURCHASER TO UNDERSTAND THE TERMS, CONSEQUENCES AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTANDS IT, INCLUDING THAT THE PURCHASER IS WAIVING THE PURCHASER'S RIGHT TO A JURY TRIAL. FINALLY, THI PURCHASER AGREES THAT THE PURCHASER HAS BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF THE PURCHASER'S CHOICE BEFORE SIGNING THIS AGREEMENT. M. Reliance on Counsel and Advisors. The Purchaser acknowledges that Wilson Sonsini Goodrich & Rosati, Professional Corpora	
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PURCHASER AGREES THAT THE PURCHASER HAS BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF THE PURCHASER'S CHOICE BEFORE SIGNING THIS AGREEMENT. M. Reliance on Counsel and Advisors. The Purchaser acknowledges that Wilson Sonsini Goodrich & Rosati. Professional Cornora	_
TOROTHOLIC TITLE TO TO THE TOTAL OF THE TOTA	tion, is
representing only the Company in this transaction. The Purchaser acknowledges that he or she has had the opportunity to review this Agreement, including all attachments hereto, and the transactions contemplated by this Agreement with his or her own legal counsel, tax advisors and other advisors. The Purchaser is relying solely on his	s or her own
counsel and advisors and not on any statements or representations of the Company or its agents for legal or other advice with respect to this investment or the transactions contemplated by this Agreement10- N. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but	
together will constitute one and the same agreement. Facsimile copies of signed signature pages shall be binding originals. (signature page follows) -11- The parties represent that they have read this Agreement in its entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand	
Agreement. The Purchaser agrees to notify the Company of any change in his or her address below. ANAND BABU Z RESEARCH, INC. /s/ Anand Babu Periasamy /s/ Anil Godhwani Signature Pages shall be blinding originals. (Signature page follows) 17 The parties represent that they have reducting this righter follows and the davice of exceeding this righter follows. (Signature page follows) 17 The parties represent that they have reducting this righter follows and the davice of exceeding this righter follows. (Signature page follows) 17 The parties represent that they have reducting this righter follows. (Signature page follows) 17 The parties represent that they have reducting this righter follows. (Signature page follows) 17 The parties represent that they have reducting this righter follows. (Signature page follows) 18 The parties represent that they have reducting this righter follows. (Signature page follows) 18 The parties represent that they have reducting this righter follows. (Signature page follows) 18 The parties represent that they have reducting this righter follows. (Signature page follows) 18 The parties represent that they have reducting this righter follows. (Signature page follows) 18 The parties represent that they have reducting this righter follows. (Signature page follows) 18 The parties represent that they have reducting the reduction of the page follows. (Signature page follows) 18 The parties represent that they have reducting the reduction of th	NITATION
STATEMENT PURCHASER: Anand Babu COMPANY: Z Research, Inc. SECURITY: Company may rely on these	INTATION
representations. I understand that the Company's sale of the shares to me has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), because the Company believes, relying in part on my representations in this document, that an exemption from such registration requirement is available for such sale. I	
that the availability of this exemption depends upon the representations I am making to the Company in this document being true and correct. 2. I am purchasing for investment purposes, and not for further distribution. My entire legal and beneficial ownership interest in the shares is be	
and shall be held solely for my account, except to the extent I intend to hold the shares jointly with my spouse. I am not a party to, and do not presently intend to enter into, any contract or other arrangement with any other person or entity involving the resale, transfer, grant of participation with respect to or other distribution of any of	
investment intent is not limited to my present intention to hold the shares for the minimum capital gains period specified under any applicable tax law, for a deferred sale, for a specified increase or decrease in the market price of the shares, or for any other fixed period in the future. 3. I can protect my own interests. I can properly evaluately	ate the merits
and risks of an investment in the shares and can protect my own interests in this regard, whether by reason of my own business and financial expertise, the business and financial expertise of certain professional advisors unaffiliated with the Company with whom I have consulted, or my preexisting business or personal relationship with	the Company
or any of its officers, directors or controlling persons. 4. I am informed about the Company's business affairs and financial condition to reach an informed and knowledgeable decision to acquire the shares. I have had opportunity to discuss the plans, operations and financial condition of the Company's business affairs and financial condition to reach an informed and knowledgeable decision to acquire the shares.	
officers, directors or controlling persons, and have received all information I deem appropriate for assessing the risk of an investment in the shares involves a high degree of risk, and that the Company's future prospects are uncertain. I am able to hold the shares involves a high degree of risk, and that the Company's future prospects are uncertain.	
required, and am able to bear the loss of my entire investment in the shares are "restricted securities" in that the Company's sale of the shares are "restricted securities" in that the Securities are "restricted securities" in the Securities are "restricted securities" in that the Securities are "restricted securities" in that the Securities are "restricted securities" in that the Securities are "restricted securities" in the Securities are "restricted s	
also understand and agree that: A. I must hold the shares indefinitely, unless any subsequent proposed resale by me is registered under the Securities Act, or unless an exemption from registered under the Securities Act, or unless an exemption from registered under the Securities Act, or unless any subsequent proposed resale of the shares by	
the certificate evidencing the shares will be imprinted with a legend which prohibits the transfer of the shares unless such transfer is registered or such registration is not required in the opinion of counsel for the Company. 7. I am familiar with Rule 144. I am familiar with Rule 144 adopted under the Securities Act, which in some circumstance is registered or such registration is not required in the opinion of counsel for the Company. 7. I am familiar with Rule 144. I am familiar with Rule 144 adopted under the Securities Act, which in some circumstance is registered or such registration is not required in the opinion of counsel for the Company. 7. I am familiar with Rule 144 adopted under the Securities Act, which in some circumstance is registered or such registration is not required in the opinion of counsel for the Company. 7. I am familiar with Rule 144 adopted under the Securities Act, which in some circumstance is registered or such registration is not required in the opinion of counsel for the Company. 7. I am familiar with Rule 144 adopted under the Securities Act, which in some circumstance is registered or such registration is not required in the opinion of counsel for the Company. 7. I am familiar with Rule 144 adopted under the Securities Act, which in some circumstance is registered or such registration is not required in the opinion of counsel for the Company. 7. I am familiar with Rule 144 adopted under the Securities Act, which in some circumstance is registered or such registration in the opinion of counsel for the Company. 7. I am familiar with Rule 144 adopted under the Securities Act, which in some circumstance is registered or such registration in the opinion of counsel for the Company. 7. I am familiar with Rule 144 adopted under the Securities Act, which is required in the opinion of counsel for the Company. 8. I am familiar with Rule 144 adopted under the Securities Act, which is required in the opinion of counsel for the Company. 8. I am familiar with Rule 144 adopted under the Sec	
permits limited public resales of "restricted securities" like the shares acquired from an issuer in a non-public offering. I understand that my ability to sell the shares under Rule 144 in the future is uncertain, and may depend upon, among other things: (i) the availability of certain current public information about the Company; (ii) the re	
more than a specified period after my purchase and full payment (within the meaning of Rule 144) for the shares; and (iii) if I am an affiliate of the Company (A) the sale being made in an unsolicited "broker's transaction", transactions directly with a market maker or riskless principal transactions, as those terms are defined under the Se	
Exchange Act of 1934, as amended, (B) the amount of shares being sold during any three-month period not exceeding the specified limitations stated in Rule 144, and (C) timely filing of a notice of proposed sale on Form 144, if applicable. 8. I know that Rule 144 may never be available. I understand that the requirements of Rule 144 may	
met, and that the shares may never be saleable under the rule. I further understand that at the time I wish to sell the shares, there may be no public information requirements of Rule 144 may not be satisfied, either of which may preclude me from sell	ing the shares
under Rule 144 even if the relevant holding period had been satisfied. 9. I know that I am subject to further restrictions on resale. I understand that in the event Rule 144 is not available to me, any future proposed sale of any of the shares by me will not be possible without prior registration under the Securities Act, compliance with some	e other
registration exemption (which may or may not be available), or each of the following: (i) my written notice to the Company containing detailed information regarding the proposed sale, (ii) my providing an opinion of my counsel to the effect that such sale will not require registration, and (iii) the Company notifying me in writing that its c	
concurs in such opinion. I understand that neither the Company nor its counsel is obligated to provide me with any such opinion. I understand that although Rule 144 is not exclusive, the Staff of the SEC has stated that persons proposing to sell private placement securities other than in a registered offering or pursuant to Rule 144 will have been securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities of the SEC has stated that persons proposing to sell private placement securities are p	
substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that the Board	
believes its valuation of the shares represents a fair appraisal of their worth, but that it remains possible that, with the benefit of hindsight, the Internal Revenue Service may successfully assert that the value of the shares on the date of my purchase is substantially greater than the Board's appraisal. I understand that any additional value	
the shares by such an IRS determination will constitute ordinary income to me as of the purchase date, and that the Company need not and will not reimburse me for that tax liability. I understand that if such additional value represents a result will be my sole responsibility payable only by me, and that the Company need not and will not reimburse me for that tax liability. I understand that if such additional value represents a result will be my sole responsibility payable only by me, and that the Company need not and will not reimburse me for that tax liability. I understand that if such additional value represents a result will be my sole responsibility payable only by me, and that the Company need not are result will be my sole responsibility.	
than 25% of my gross income for the year in which the value of the shares is taxable, the IRS will have 6 years from the due date for filing the return (or the address of my principal residence is set forth on the shares is taxable, the IRS will have 6 years from the due date for filing the return (or the address of my principal residence is set forth on the shares is taxable, the IRS will have 6 years from the due date for filing the return (or the address of my principal residence is set forth on the shares is taxable, the IRS will have 6 years from the due date for filing the return (or the address of my principal residence is set forth on the shares is taxable, the IRS will have 6 years from the due date for filing the return (or the address of my principal residence is set forth on the shares is taxable, the IRS will have 6 years from the due date for filing the return (or the address of my principal residence).	
page below. By signing below, I acknowledge my agreement with each of the statements contained in this Investment Representation Statements in issuing the shares to me. /s/ Anand Babu Periasamy Anand Babu Address of Purchaser's principal page below. By signing below, I acknowledge my agreement with each of the statements contained in this Investment Representation Statement as of the date first set forth above, and my intent for the Company to rely on such statements in issuing the shares to me. /s/ Anand Babu Periasamy Anand Babu Address of Purchaser's principal page below. By signing below, I acknowledge my agreement with each of the statements are shared as a statement as of the date first set forth above, and my intent for the Company to rely on such statements in issuing the shares to me. /s/ Anand Babu Periasamy Anand Babu Address of Purchaser's principal page as a statement as a stateme	il residence:
3400 Stevenson Blvd, Apt J-12 Fremont CA 94538 -3- EXHIBIT B STOCK POWER AND ASSIGNMENT SEPARATE FROM CERTIFICATE FOR VALUE RECEIVED and pursuant to that certain Restricted Stock Purchase Agreement dated as of October 30, 2008, the undersigned hereby sells, assigns and transfers unto	,
() shares of Common Stock of Z Research, Inc., a Delaware corporation, standing in the undersigned's name on the books of said corporation represented by certificate number delivered herewith, and does hereby irrevocably constitute and appoint as attorney-in-fact, with full power of substitute and appoint as attorney-in-fact, with full power	ition, to
transfer said stock on the books of said corporation. Dated: (Signature) (Print Name) (Spouse's Signature, if any) (Print Name) This Assignment Separate From Certificate was executed in conjunction with the terms of a Restricted Stock Purchase Agreement between the above assignor and the above corporation, dated as of	. Instruction:
Please do not fill in any blanks other than the signature and name lines. EXHIBIT C JOINT ESCROW INSTRUCTIONS October 30, 2008 Z Research, Inc., a Delaware corporation (the "Company"), as	nd Anand
Babu (the "Purchaser"), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of that certain Restricted Stock Purchase Agreement (the "Agreement"), dated as of October 30, 2008, to which a copy of these Joint Escrow Instructions is attached, in accordance with the following instructions	
event that the Company and/or any assignee of the Company (referred to collectively for convenience herein as the "Company") exercises the Repurchase Option set forth in the Agreement, the Company shall give to the Purchaser and you a written notice specifying the number of shares of stock to be purchased, the purchase price, and	
closing hereunder at the principal office of the Company. The Purchaser and the Company hereby irrevocably authorize and direct you to close the transaction contemplated by such notice in accordance with the terms of said notice. 2. At the closing, you are directed (a) to date the stock assignments necessary for the transfer in question	
the number of shares being transferred, and (c) to deliver same, together with the certificate evidencing the shares of stock to be transferred, to the Company against the simultaneous delivery to you of the purchase price (by check or such other form of consideration mutually agreed to by the parties) for the number of shares of stock by	
purchased pursuant to the exercise of the Repurchase Option. 3. The Purchaser irrevocably authorizes the Company to deposit with you any certificates evidencing shares of stock to be held by you hereunder and any additions and substitutions to said shares as defined in the Agreement. The Purchaser does hereby irrevocably constituted by the find the find the shares of stock to be held by you hereunder and any additions and substitutions to said shares as defined in the Agreement. The Purchaser does hereby irrevocably constituted by the find the find the shares of stock to be the shares of stock to be held by you hereunder and any additions and substitutions to said shares as defined in the Agreement.	
you as his or her attorney-in-fact and agent for the term of this escrow to execute with respect to such securities all documents necessary or appropriate to make such securities all documents necessary or appropriate t	0
stockholder of the Company while the stock is held by you. 4. Upon written request of the Purchaser after each successive one-year period from the date of the Purchaser a certificate or certificates representing so many shares of stock remaining in esc	
then subject to the Repurchase Option. 5. If at the time of termination of this escrow you should have in your possession any documents, securities, or other property belonging to the Purchaser and shall be discharged of all further obligations hereunder. 6. Your duties hereunder may be alte	
modified or revoked only by a writing signed by all of the parties hereto. 7. You shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by you to be genuine and to have been signed or pres	
proper party or parties. You shall not be personally liable for any act you may do or omit to do hereunder as Escrow Agent or as attorney-in-fact for the Purchaser while acting in good faith and in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive or only in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive or only in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive or only in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive or only in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive or only in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive or only in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive or only in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own good judgment.	
such good faith. 8. The Company and the Purchaser hereby jointly and severally expressly agree to indemnify and hold harmless you and your designees against any and all claims, losses, liabilities, damages, deficiencies, costs and expenses, including reasonable attorneys' fees and expenses of investigation and defense incurred or suffe	red by you and
your designees, directly or indirectly, as a result of any of your actions or omissions or those of your designees while acting in good faith and in the exercise of your judgment under the Agreement, these Joint Escrow Instructions, exhibits hereto or written instructions from the Company or the Purchaser hereunder. 9. You are hereby expensions or those of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise of your designees while acting in good faith and in the exercise	
authorized to disregard any and all warnings given by any of the parties hereto or by any other person or corporation, excepting only orders, judgments or decrees of any court. In case you obey or comply with any such order, judgment or de	
not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction. 10. You shall not be liable in any respect on account	nt of the
identity, authorities or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder. 11. You shall be entitled to employ such legal counsel and other experts as you may deem necessary properly to advise you in connection with your obligation	
may rely upon the advice of such counsel, and may pay such counsel reasonable compensation therefor. The Company shall reimburse you for any such disbursements. 12. Your responsibilities as Escrow Agent hereunder shall terminate if you shall reimburse you for any such disbursements.	
a successor Escrow Agent. 13. You are expressly authorized to delegate your duties as Escrow Agent hereunder to the law firm of Wilson Sonsini Goodrich & Rosati, P.C., or any other law firm, which delegation, if any, may change from time to time and shall survive your resignation as Escrow Agent. 14. If you reasonably require other or	
instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments2- 15. It is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or right of possession of the securities held by you hereunded	
authorized and directed to retain in your possession without liability to anyone all or any part of said securities until such disputes shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has exp	
perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings. 16. Any notice required or permitted hereunder shall be deemed effectively given upon personal delivery or four days following deposit in the United States Post Office, by registered or certified mail with postage	
prepaid and return receipt requested, addressed to each of the other parties thereunto entitled at the following addresses, or at such other addresses as a party may designate by written notice to each of the other parties hereto. COMPANY: Z Research, Inc. 3194 Winding Vista Common Fremont, CA 94539 PURCHASER: An addresses as a party may designate by written notice to each of the other parties hereto.	
3400 Stevenson Blvd, Apt J-12 Fremont CA 94538 ESCROW AGENT: Corporate Secretary 3194 Winding Vista Common Fremont, CA 94539 17. By signing these Joint Escrow Instructions; you do not become a party to the Agreement. 18. The	is instrument
shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns3- Very truly yours, Z RESARCH, INC. a Delaware corporation By: /s/ Anil Godhwani Title: PURCHASER: Anand Babu Periasamy (Signature) ESCROW AGENT: /s/ Raj S. Judge Name: Title: Corpor	ate Secretary
(Signature page to Joint Escrow Instructions) -4- IF YOU WISH TO MAKE A SECTION 83(B) ELECTION, THE FILING OF SUCH ELECTION IS ATTACHED TO THIS AGREEMENT AS EXHIBIT D. YOU MUST FILE THIS FORM WITHIN 30 DAYS OF P	TRATTA OTLIA
THE SHARES, YOU (AND NOT THE COMPANY OR ANY OF ITS AGENTS) SHALL BE SOLELY RESPONSIBLE FOR FILING SUCH FORM WITH THE IRS, EVEN IF YOU REQUEST THE COMPANY OR ITS AGENTS HAVE PREVIOUSLY MADE THI	URCHASING
YOUR BEHALF. The election should be filed by mailing a signed election form by certified mail, return receipt requested to the IRS Service Center where you file your tax returns. See EXHIBIT D ELECTION UNDER SECTION 83(b) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED The undersigned taxpayer hereby elects, particularly the content of the internal content of the	
	S FILING ON
Section 83(b) of the Internal Revenue Code of 1986, as amended, to include in his or her gross income the amount of any compensation taxable to him or her in connection with his or her receipt of the property described below: 1. The name, address and faxpayer identification number of the undersigned are as follows: NAME OF TAXPA	S FILING ON oursuant to
Section 83(b) of the Internal Revenue Code of 1986, as amended, to include in his or her gross income the amount of any compensation taxable to him or her in connection with his or her receipt of the property described below: 1. The name, address and taxpayer identification number of the undersigned are as follows: NAME OF TAXPAYER Below: 1. TAXPAYER'S ADDRESS: 3400. Stevenson Blvd. Apt 1-12. Fremont CA 94538 TAXPAYER ID #: SPOUSE'S ID #: SPOUSE'S ID #: SPOUSE'S ADDRESS: 3400. Stevenson Blvd. Apt 1-12. Fremont CA 94538 TAXPAYER ID #: SPOUSE'S	S FILING ON ursuant to YER: Anand
Babu SPOUSE: TAXPAYER'S ADDRESS: 3400, Stevenson Blvd, Apt J-12, Fremont CA 94538 TAXPAYER ID #: SPOUSE'S ID #: 2. The property with respect to which the election is made is described as follows: 1,333,333 shares (the "Shares") of the Common Stock of Z Research, Inc. (the "Company"). 3. The date on which the	S FILING ON oursuant to YER: Anand oproperty was
Babu SPOUSE: TAXPAYER'S ADDRESS: 3400, Stevenson Blvd, Apt J-12, Fremont CA 94538 TAXPAYER ID #: SPOUSE'S ID #: 2. The property with respect to which the election is made is described as follows: 1,333,333 shares (the "Shares") of the Common Stock of Z Research, Inc. (the "Company"). 3. The date on which the transferred is: . 4. The taxable year for which the election is made is: . 5. The property is subject to the following restrictions: The Shares may be repurchased by the Company, or its assignee, upon the occurrence of certain events. This right lapses with regard to a portion of the Shares over time. 6. The fair mark	S FILING ON ursuant to YER: Anand property was set value at
Babu SPOUSE: TAXPAYER'S ADDRESS: 3400, Stevenson Blvd, Apt J-12, Fremont CA 94538 TAXPAYER ID #: SPOUSE'S ID #: 2. The property with respect to which the election is made is described as follows: 1,333,333 shares (the "Shares") of the Common Stock of Z Research, Inc. (the "Company"). 3. The date on which the transferred is: . 4. The taxable year for which the election is made is: . 5. The property is subject to the following restrictions: The Shares may be repurchased by the Company, or its assignee, upon the occurrence of certain events. This right lapses with regard to a portion of the Shares over time. 6. The fair mark the time of transfer, determined without regard to any restriction other than a restriction which by its terms will never lapse, of such property: \$26,666.66. The undersigned has submitted a copy of this statement to the person for whom the services were performed in connection.	S FILING ON oursuant to YER: Anand property was set value at on with the
Babu SPOUSE: TAXPAYER'S ADDRESS: 3400, Stevenson Blvd, Apt J-12, Fremont CA 94538 TAXPAYER ID #: SPOUSE'S ID #: 2. The property with respect to which the election is made is described as follows: 1,333,333 shares (the "Shares") of the Common Stock of Z Research, Inc. (the "Company"). 3. The date on which the transferred is: . 4. The taxable year for which the election is made is: . 5. The property is subject to the following restrictions: The Shares may be repurchased by the Company, or its assignee, upon the occurrence of certain events. This right lapses with regard to a portion of the Shares over time. 6. The fair mark the time of transfer, determined without regard to any restriction other than a restriction which by its terms will never lapse, of such property: \$26,666.66. The undersigned has submitted a copy of this statement to the person for whom the services were performed in connection undersigned understand(s) that the foregoing election may not be revoked except with the consent of the Commissioner. Dated: Anand Babu, Taxpaye	S FILING ON cursuant to YER: Anand property was set value at on with the r The
Babu SPOUSE: TAXPAYER'S ADDRESS: 3400, Stevenson Blvd, Apt J-12, Fremont CA 94538 TAXPAYER ID #: SPOUSE'S ID #: 2. The property with respect to which the election is made is described as follows: 1,333,333 shares (the "Shares") of the Common Stock of Z Research, Inc. (the "Company"). 3. The date on which the transferred is: 4. The taxable year for which the election is made is: 5. The property is subject to the following restrictions: The Shares may be repurchased by the Company, or its assignee, upon the occurrence of certain events. This right lapses with regard to a portion of the Shares over time. 6. The fair mark the time of transfer, determined without regard to any restriction other than a restriction which by its terms will never lapse, of such property is: \$26,666.66. 7. The amount, if any, paid for such property is: \$26,666.66. 7. The amount, if any, paid for such property is the person performed in connection with the transferee of such property. The undersigned understand(s) that the foregoing election may not be revoked except with the consent of the Commissioner. Dated: Anand Babu, Taxpayer undersigned spouse of taxpayer joins in this election. Dated: Spouse of Anand Babu, have read and approve of the foregoing Restricted Stock Purchase Agreement, dated as of October 30, 2008, together with all exhibits and attachments thereto (continuous property).	S FILING ON oursuant to YER: Anand property was set value at on with the r The ollectively, the
Babu SPOUSE: TAXPAYER'S ADDRESS: 3400, Stevenson Blvd, Apt J-12, Fremont CA 94538 TAXPAYER ID #: SPOUSE'S ID #: 2. The property with respect to which the election is made is described as follows: 1,333,333 shares (the "Shares") of the Common Stock of Z Research, Inc. (the "Company"). 3. The date on which the election is made is described as follows: 1,333,333 shares (the "Shares") of the Common Stock of Z Research, Inc. (the "Company"). 3. The date on which the election is made is described transferred is: 4. The taxable year for which the election is made is: 5. The property is subject to the following restrictions: The Shares may be repurchased by the Company, or its assignee, upon the occurrence of certain events. This right lapses with regard to a portion of the Shares over time. 6. The fair mark the time of transfer, determined without regard to any restriction other than a restriction which by its terms will never lapse, of such property is: \$26,666.66. 7. The amount, if any, paid for such property is: \$26,666.66. 7. The amount, if any, paid for such property is the person for whom the services were performed in connection with the transfer of said property. The undersigned understand(s) that the foregoing election may not be revoked except with the consent of the Commissioner. Dated: Anand Babu, Taxpayer and Expayer Exhibits and attachments thereto (company"), by and between my spouse and Z Research, Inc., a Delaware corporation (the "Company"). In consideration of the Company as set forth in the Agreement, I hereby appoint Anand Babu as my attorney-in-fact in respect to	S FILING ON oursuant to YER: Anand property was tet value at on with the r The ollectively, the the exercise
Babu SPOUSE: TAXPAYER'S ADDRESS: 3400, Stevenson Blvd, Apt J-12, Fremont CA 94538 TAXPAYER ID #: SPOUSE'S ID #: 2. The property with respect to which the election is made is described as follows: 1,333,333 shares (the "Shares") of the Common Stock of Z Research, Inc. (the "Company"). 3. The date on which the transferred is: 4. The taxable year for which the election is made is: 5. The property is subject to the following restrictions: The Shares may be repurchased by the Company, or its assignee, upon the occurrence of certain events. This right lapses with regard to a portion of the Shares over time. 6. The fair mark the time of transfer, determined without regard to any restriction other than a restriction which by its terms will never lapse, of such property is: \$26,666.66. The undersigned has submitted a copy of this statement to the person for whom the services were performed in connection undersigned's receipt of the above-described property. The transferred is: one to the person performing the services in connection with the transferred of such property. The undersigned has submitted a copy of this statement to the person for whom the services were performed in connection undersigned has submitted a copy of this statement to the person for whom the services were performed in connection undersigned has submitted a copy of this statement to the person for whom the services were performed in connection undersigned has submitted a copy of this statement to the person for whom the services were performed in connection undersigned has submitted a copy of this statement to the person for whom the services were performed in connection that the transferred is: 1, 2, 666.66.60. The undersigned has submitted a copy of this statement to the person for whom the services were performed in connection that the transferred is: 2, 666.66.60. The undersigned has submitted a copy of this statement to the person for whom the services in connection with the transferred is: 2, 666.66.60. The undersigned has submitted a copy of	S FILING ON oursuant to YER: Anand property was tet value at on with the r The ollectively, the the exercise dence as of
Babu SPOUSE: TAXPAYER'S ADDRESS: 3400, Stevenson Blvd, Apt J-12, Fremont CA 94538 TAXPAYER ID #: SPOUSE'S ID #: 2. The property with respect to which the election is made is described as follows: 1,333,333 shares (the "Spouse of the Company"). 3. The date on which the election is made is: 5. The property is subject to the following restrictions: The Shares may be repurchased by the Company, or its assignee, upon the occurrence of certain events. This right lapses with regard to a portion of the Shares over time. 6. The fair mark the time of transfer, determined without regard to any restriction other than a restriction which by its terms will never lapse, of such property is: \$26,666.66. The undersigned has submitted a copy of this statement to the person for whom the services were performed in connection undersigned's receipt of the above-described property. The transferee of such property is the person performing the services in connection with the transfer of said property. The undersigned understand(s) that the foregoing election may not be revoked except with the consent of the Company of taxpayer joins in this election. Dated: Annual Babu, Taxpayer and Babu, Taxpayer and Babu, Apt Parker and Spouse of Taxpayer is subject to the following restrictions: The Shares may be repurchased by the Company" is assignee, upon the occurrence of certain events. This right lapses with regard to a portion of the Shares over time. 6. The fair mark the time of transfer, determined without regard to any property is subject to the following restrictions: The Shares may be repurchased by the Company of such property is subject to the following restrictions: The Shares may be repurchased by the Company of such property is subject to the following restrictions: The Shares may be repurchased by the Company of such property is subject to the following restrictions: The Shares may be repurchased by the Company of such property is: \$26,666.66. The undersigned property. The transferred is company of such property in the services in	S FILING ON oursuant to YER: Anand property was set value at on with the r The ollectively, the the exercise dence as of 12, 2008 by
Babu SPOUSE: TAXPAYER'S ADDRESS: 3400, Stevenson Blvd, Apt J-12, Fremont CA 94538 TAXPAYER ID #: SPOUSE'S ID #: 2. The property with respect to which the election is made is described as follows: 1,333,333 shares (the "Shares") of the Common Stock of Z Research, Inc. (the "Company"). 3. The date on which the transferred is: 4. The taxable year for which the election is made is: 5. The property is subject to the following restrictions: The Shares may be repurchased by the Company, or its sasignee, upon the occurrence of certain events. This right lapses with regard to any restriction of the Shares over time. 6. The fair mark the time of transfer, determined without regard to any restriction of the services of such property is: \$26,666.66. 7. The amount, if any, paid for such property is the person performing the services in connection with the transfer of said property. The undersigned spouse of taxpayer joins in this election. Dated: Spouse of Taxpayer EXHIBIT E SPOUSAL CONSENT I, spouse of Anand Babu, have read and approve of the foregoing Restricted Stock Purchase Agreement, dated as of October 30, 2008, together with all exhibits and attachments thereto (or "Agreement"), by and between my spouse and Z Research, Inc., a Delaware corporation (the "Company"). In consideration of the Company as set forth in the Agreement, I hereby appoint Anand Babu as my attorney-in-fact in respect to or waiver of any rights under the Agreement, and agree to be bound by the provisions of the Agreement insofar as I may have any rights in said Agreement to rank the state of October 30, 2008 (Signature) (Print Name) Z RESEARCH, INC. AMENDMENT NO. 1 to RESTRICTED STOCK PURCHASE AGREEMENT This Agreement between the Company and Purchaser, dated as of October 30, 2008 (the "Agreement"). WHI	S FILING ON cursuant to YER: Anand property was set value at on with the r The ollectively, the the exercise dence as of 12, 2008 by CREAS, the
Babu SPOUSE: TAXPAYER'S ADDRESS: 3400, Stevenson Blvd, Apt J-12, Fremont CA 94538 TAXPAYER ID #: SPOUSE'S ID #: 2. The property with respect to which the election is made is described as follows: 1,333,333 shares (the "Shares") of the Common Stock of Z Research, Inc. (the "Company"). 3. The date on which the transferred is: 4. The taxable year for which the election is made is: 5. The property is subject to the following restrictions: The Shares may be repurchased by the Company, or its: \$26,666.66. The amount, if any, paid for such property: \$26,666.66. The amount, if any, paid for such property: \$26,666.66. The undersigned has submitted a copy of this right lapses with regard to a portion of the services were performed in connection undersigned's receipt of the above-described property. The transferee of such property is the person performing the services in connection with the transfer of said property. The undersigned understand(s) that the foregoing election may not be revoked except with the consent of the Commissioner. Dated: Annual Babu, Taxpaye undersigned spouse of taxpayer joins in this election. Dated: Spouse of Taxpayer EXHIBIT E SPOUSAL CONSENT I, spouse of Annual Babu, have read and approve of the foregoing Restricted Stock Purchase Agreement, dated as of October 30, 2008, together undersigned or with all exhibits and attachments thereto (or "Agreement"), by and between my spouse and Z Research, Inc., a Delaware corporation (the "Company"). In consideration of the Company in the agreement insofar as I may have any rights under the Agreement, and agree to be bound by the provisions of the Agreement insofar as I may have any rights in said Agreement or any shares issued pursuant thereto under the community property laws of the State of California, or under similar laws relating to marital property in the state in respect to the foregoing Agreement. Stock Purchase Agreement (Signature) (Print Name) Z RESEARCH, INC. AMENDMENT NO. 1 TO RESTRICTED STOCK PURCHASE AGREEMENT This Amendment No. 1 to Res	S FILING ON oursuant to YER: Anand property was set value at on with the r The ollectively, the the exercise dence as of 12, 2008 by EREAS, the Section 4 of
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Babu SPOUSE: TAXPAYER'S ADDRESS: 3400, Stevenson Blvd, Apt J-12, Fremont CA 94538 TAXPAYER ID #: 5POUSE'S ID #: 2. The property with respect to which the election is made is described as follows: 1,333,333 shares (the "Shares") of the Company," or its assignee, upon the election is made is: 5. The property is subject to the following restrictions: The Shares may be repurchaseed by the Company, or its assignee, upon the election is made is: 5. The property is subject to the following restrictions: The Shares may be repurchaseed by the Company, or its assignee, upon the election is made is: 5. The property is subject to the following restrictions: The Shares may be repurchaseed by the Company, or its assignee, upon the election is made is: 5. The property is subject to the following restrictions: The Shares may be repurchaseed by the Company, or its assignee, upon the election is made is: 5. The property is subject to the following restrictions: The Shares may be repurchaseed by the Company or its assignee, upon the election is made is: 5. The property is subject to the following restrictions: The Shares may be repurchaseed by the Company or its assignee, upon the lection is made is: 5. The property is subject to the following restrictions: The Shares may be repurchaseed by the Company or its assignee, upon the lection is made is: 5. The property is subject to the following restrictions: The Shares may be repurchased by the Company of this statement to the the person of the Such accordance in connection which the terms will never lapse. 6. The property is subject to the following restrictions: The Shares may be repurchase by the following restrictions: The Shares may be repurchase on the following restrictions that it is the person of the Sanch accordance in connection which the the person per forming the services were performed in connection undersigned for such property: \$26,666.66. The undersigned has submitted accordance in connection with the subject of the foregoing election and person the foregoin	S FILING ON cursuant to YER: Anand property was set value at on with the r The ollectively, the the exercise dence as of 12, 2008 by EREAS, the Section 4 of ment, and so day of such
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Figure 1. TaxPayER'S 5. 3400, Stevenson Blvd, Apt.J-12, Fremont C 3 94538 TAxPayER ID #: 2. The property is subject to the following restrictions: The Shares may be repurchased by the Company, or its assignee, upon the occurrence of certain events. This right lapses with regard to any restriction of the Shares may be repurchased by the Company, or its assignee, upon the occurrence of certain events. This right lapses with regard to any restriction of the than a restriction which by its terms will never lapse, of such property is \$26,666.66. The undersigned property. The transferree of such property is the person performed in connectium dersigned property. The transferree of such property is the person performed in connectium dersigned property. The transferree of such property is the person performed in connectium dersigned spouse of faxpayer joins in this election. Dated: Spouse of Taxpayer EXHIBIT E SPOUSAL CONSENT I, spouse of Anand Babu, have read and approve of the foregoing Restricted Stock Purchase Agreement, dated as of October 30, 2008, together with all exhibits and attachments of the dain of the signing of the fight to Anand Babu to purchase and Stock of the Company as set forth in the Agreement, I hereby appropriate and the signing of the fight to Anand Babu to purchase and Stock of the Company and state of California, or under similar laws relating to marital property in the dain of the signing of the fight to Anand Babu to purchase and state of California, or under similar laws relating to marital property in the dain of the signing of the foregoing Agreement. Dated of the signing of the foregoing Agreement. Dated of the signing of the signing of the progrism of the signing of the progrism and state of California, or under similar laws relating to marital property in the dain of the signing of the signin	S FILING ON cursuant to YER: Anand property was set value at on with the rather the exercise dence as of 12, 2008 by EREAS, the Section 4 of ment, and so day of such hin four years erminated by inition. For than a d into voting c); or (4) a cres. Subject to haser's failure ous to the element or
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Purchase Price: \$0.001 (deemed paid in full by provision of services to the Company) Vesting Schedule (Cumulative): Vesting Date(s) Number of Shares That Vest: This is a Restricted Stock Agreement ("Agreement") between M/A-COM Technology Solutions Holdings, Inc., a Delaware corporation (the "Company"), ... 1.2. Term/Expiration. This Stock Purchase Right is intended to be exercised by the Purchaser as soon as practicable, and shall cease to be exercised by the European to the terms and conditions of this Agreement, on the Purchase Date (as defined below) the Company will issue and ...

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