
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM S-8

**REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933**

CUE HEALTH INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation or Organization)

27-1562193

(I.R.S. Employer Identification No.)

**4980 Carroll Canyon Rd.
Suite 100**

San Diego, California
(Address of Principal Executive Offices)

92121

(Zip Code)

**Amended and Restated 2014 Equity Incentive Plan, as amended
2021 Stock Incentive Plan
2021 Employee Stock Purchase Plan
Khattak Stock Option Award
Ortiz Stock Option Award
Sattayasamitsathit Stock Option Award
Sever Stock Option Awards**
(Full Title of the Plan)

**Ayub Khattak
President and Chief Executive Officer
Cue Health Inc.**

**4980 Carroll Canyon Rd.
Suite 100**

San Diego, CA 92121

(Name and Address of Agent For Service)

(858) 412-8151

(Telephone Number, Including Area Code, of Agent For Service)

Copy to:

**Erica Palsis
General Counsel
Cue Health Inc.
4980 Carroll Canyon Rd.
Suite 100
San Diego, CA 92121
(858) 412-8151**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, par value \$0.00001 per share	28,553,880 shares(2)	\$13.40(3)	\$382,517,464.52(3)	\$41,732.66
Common Stock, par value \$0.00001 per share	295,900 shares(4)	\$0.40(5)	\$118,360(5)	\$12.91
Common Stock, par value \$0.00001 per share	94,260 shares(6)	\$0.27(5)	\$25,450.20(5)	\$2.78
Common Stock, par value \$0.00001 per share	47,130 shares(7)	\$0.27(5)	\$12,725.10(5)	\$1.39
Common Stock, par value \$0.00001 per share	295,900 shares(8)	\$0.40(5)	\$118,360(5)	\$12.91
Common Stock, par value \$0.00001 per share	880,000 shares(9)	\$0.20(5)	\$176,000(5)	\$19.20

(1) In accordance with Rule 416 under the Securities Act of 1933, as amended, this registration statement shall be deemed to cover any additional securities that may from time to time be offered or issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.

- (2) Consists of (i) 7,597,510 shares issuable under the Amended and Restated 2014 Equity Incentive Plan, as amended (the “2014 Equity Incentive Plan”), which does not include 2,853,272 shares of unvested restricted common stock issuable under the 2014 Equity Incentive Plan; (ii) 18,121,616 shares issuable under the 2021 Stock Incentive Plan, including 2,853,272 shares of unvested restricted common stock subject to forfeiture or repurchase by us that may become issuable under the 2021 Stock Incentive Plan; and (iii) 2,834,754 shares issuable under the 2021 Employee Stock Purchase Plan. Upon the expiration, termination, surrender, cancellation, forfeiture or repurchase of outstanding options under the 2014 Equity Incentive Plan, the unissued balance of shares issuable under such options will become issuable under the 2021 Stock Incentive Plan.
 - (3) Estimated solely for the purpose of calculating the registration fee pursuant to Rules 457(c) and 457(h) of the Securities Act of 1933, as amended (the “Securities Act”). The price per share and aggregate offering price are calculated based on (a) \$6.21, the weighted average exercise price per share of the 7,597,510 shares subject to outstanding stock options under the 2014 Equity Incentive Plan, at exercise prices ranging from \$0.35 to \$15.61 per share, and (b) \$16.00, the initial public offering price set forth on the cover page of the registrant’s Prospectus, dated September 23, 2021, relating to its initial public offering of common stock, in accordance with Rule 457(c) under the Securities Act, for the 18,121,616 shares issuable under the 2021 Stock Incentive Plan and the 2,834,754 shares issuable under the 2021 Employee Stock Purchase Plan. Pursuant to the 2021 Employee Stock Purchase Plan, the purchase price of the shares of common stock reserved for issuance thereunder will be 85% of the lesser of the closing price of the common stock on (i) the first business day of the applicable offering period and (ii) the last business day of the applicable offering period.
 - (4) Consists of shares issuable upon exercise of a stock option granted to Ayub Khattak on July 30, 2014.
 - (5) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) of the Securities Act. The price per share and aggregate offering price are calculated on the basis of the exercise price of the applicable stock option award.
 - (6) Consists of shares issuable upon exercise of a stock option granted to Flor Ortiz on February 24, 2014.
 - (7) Consists of shares issuable upon exercise of a stock option granted to Sirilak Sattayasamitsathit on July 1, 2014.
 - (8) Consists of shares issuable upon exercise of a stock option granted to Clint Sever on July 30, 2014.
 - (9) Consists of shares issuable upon exercise of a stock option granted to Clint Sever on January 1, 2013.
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INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

The information required by Item 1 is included in documents sent or given to participants in the plans covered by this registration statement pursuant to Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act").

Item 2. Registrant Information and Employee Plan Annual Information.

The written statement required by Item 2 is included in documents sent or given to participants in the plans covered by this registration statement pursuant to Rule 428(b)(1) of the Securities Act.

PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The registrant is subject to the informational and reporting requirements of Sections 13(a), 14, and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). The following documents, which are on file with the Commission, are incorporated in this registration statement by reference:

(a) The registrant's latest annual report filed pursuant to Section 13(a) or 15(d) of the Exchange Act or the latest prospectus filed pursuant to Rule 424(b) under the Securities Act that contains audited financial statements for the registrant's latest fiscal year for which such statements have been filed.

(b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the document referred to in (a) above.

(c) The description of the securities contained in the registrant's registration statement on Form 8-A filed under the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be part hereof from the date of the filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this registration statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Wilmer Cutler Pickering Hale and Dorr LLP (“WilmerHale”) has opined as to the legality of the securities being offered by this registration statement.

Item 6. Indemnification of Directors and Officers.

Section 102 of the Delaware General Corporation Law, or the DGCL, permits a corporation to eliminate the personal liability of its directors or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his or her duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. The registrant’s amended and restated certificate of incorporation that will be effective immediately prior to the completion of its initial public offering of common stock provides that no director shall be personally liable to the registrant or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability, except to the extent that the DGCL prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty.

Section 145 of the DGCL provides that a corporation has the power to indemnify a director, officer, employee or agent of the corporation and certain other persons serving at the request of the corporation in related capacities against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlements actually and reasonably incurred by the person in connection with an action, suit or proceeding to which he or she is or is threatened to be made a party by reason of such position, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, except that, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which the Court of Chancery or such other court shall deem proper.

The registrant’s amended and restated certificate of incorporation that will be effective immediately prior to the completion of its initial public offering of common stock provides that the registrant will indemnify each person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the registrant), by reason of the fact that he or she is or was, or has agreed to become, a director or officer of the registrant, or is or was serving, or has agreed to serve, at the request of the registrant as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to as an Indemnitee), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys’ fees), liabilities, losses, judgments, fines (including excise taxes and penalties arising under the Employee Retirement Income Security Act of 1974) and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding and any appeal therefrom if such Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the registrant, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

The registrant's amended and restated certificate of incorporation that will be effective immediately prior to the completion of its initial public offering of common stock also provides that the registrant will indemnify any Indemnitee who was or is a party or threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the registrant to procure a judgment in the registrant's favor by reason of the fact that the Indemnitee is or was, or has agreed to become, a director or officer of the registrant, or is or was serving, or has agreed to serve, at the request of the registrant as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, and any appeal therefrom, if the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the registrant, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the registrant, unless and only to the extent, that the Court of Chancery of Delaware or the court in which such action or suit was brought determines that, despite such adjudication but in view of all of the circumstances, he or she is entitled to indemnification of such expenses (including attorney's fees). Notwithstanding the foregoing, to the extent that any Indemnitee has been successful, on the merits or otherwise, he or she will be indemnified by the registrant against all expenses (including attorneys' fees) actually and reasonably incurred by him or her or on his or her behalf in connection therewith. If the registrant does not assume the defense, expenses must be advanced to an Indemnitee under certain circumstances.

In addition, the registrant has entered into indemnification agreements with all of the registrant's executive officers and directors. In general, these agreements provide that the registrant will indemnify the executive officer or director to the fullest extent permitted by law for claims arising in his or her capacity as an executive officer or director of the registrant or in connection with his or her service at the request of the registrant for another corporation or entity. The indemnification agreements also provide for procedures that will apply in the event that an executive officer or director makes a claim for indemnification and establish certain presumptions that are favorable to the executive officer or director.

The registrant maintains a general liability insurance policy that covers certain liabilities of the registrant's directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

The following exhibits are incorporated herein by reference:

<u>Number</u>	<u>Description</u>
<u>4.1</u>	Amended and Restated Certificate of Incorporation of the Registrant, as amended (incorporated by reference to Exhibit 3.1 to Amendment No. 1 to the Registrant's Registration Statement on Form S-1 (File No. 333-259250) filed with the Securities Exchange Commission on September 15, 2021)
<u>4.2</u>	Bylaws of the Registrant (incorporated by reference to Exhibit 3.2 to the Registrant's Registration Statement on Form S-1 (File No. 333-259250) filed with the Securities Exchange Commission on September 1, 2021)
<u>4.3</u>	Form of Restated Certificate of Incorporation of the Registrant (to be effective immediately prior to the completion of the Registrant's initial public offering) (incorporated by reference to Exhibit 3.3 to Amendment No. 1 to the Registrant's Registration Statement on Form S-1 (File No. 333-259250) filed with the Securities Exchange Commission on September 15, 2021)
<u>4.4</u>	Form of Amended and Restated Bylaws of the Registrant (to be effective immediately prior to the completion of the Registrant's initial public offering) (incorporated by reference to Exhibit 3.4 to Amendment No. 1 to the Registrant's Registration Statement on Form S-1 (File No. 333-259250) filed with the Securities Exchange Commission on September 15, 2021)
<u>5.1*</u>	Opinion of Wilmer Cutler Pickering Hale and Dorr LLP, counsel to the Registrant
<u>23.1*</u>	Consent of Wilmer Cutler Pickering Hale and Dorr LLP (included in Exhibit 5.1)
<u>23.2*</u>	Consent of BDO USA, LLP, independent registered public accounting firm
<u>24.1*</u>	Power of attorney (included on the signature pages of this registration statement)
<u>99.1</u>	Amended and Restated 2014 Equity Incentive Plan, as amended (incorporated by reference to Exhibit 10.2 to the Registrant's Registration Statement on Form S-1 (File No. 333-259250) filed with the Securities Exchange Commission on September 1, 2021)
<u>99.2</u>	2021 Stock Incentive Plan (incorporated by reference to Exhibit 10.5 to Amendment No. 1 to the Registrant's Registration Statement on Form S-1 (File No. 333-259250) filed with the Securities Exchange Commission on September 15, 2021)
<u>99.3</u>	2021 Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.9 to Amendment No. 1 to the Registrant's Registration Statement on Form S-1 (File No. 333-259250) filed with the Securities Exchange Commission on September 15, 2021)
<u>99.4*</u>	Stock Option Agreement, by and between the Registrant and Ayub Khattak, dated as of July 30, 2014
<u>99.5*</u>	Stock Option Agreement, by and between the Registrant and Flor Ortiz, dated as of February 24, 2014
<u>99.6*</u>	Stock Option Agreement, by and between the Registrant and Sirilak Sattayasamitsathit, dated as of July 21, 2014
<u>99.7*</u>	Stock Option Agreement, by and between the Registrant and Clint Sever, dated as of January 1, 2013
<u>99.8*</u>	Stock Option Agreement, by and between the Registrant and Clint Sever, dated as of July 30, 2014

* Filed herewith

Item 9. Undertakings.

1. Item 512(a) of Regulation S-K. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (1)(i) and (ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

2. Item 512(b) of Regulation S-K. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

3. Item 512(h) of Regulation S-K. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, California, on this 24th day of September, 2021.

CUE HEALTH INC.

By: /s/ Ayub Khattak

Ayub Khattak

President and Chief Executive Officer

POWER OF ATTORNEY AND SIGNATURES

We, the undersigned officers and directors of Cue Health Inc., hereby severally constitute and appoint Ayub Khattak, John Gallagher and Erica Palsis, and each of them singly, our true and lawful attorneys with full power to them, and each of them singly, to sign for us and in our names in the capacities indicated below, the registration statement on Form S-8 filed herewith and any and all subsequent amendments to said registration statement, and generally to do all such things in our names and on our behalf in our capacities as officers and directors to enable Cue Health Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Ayub Khattak</u> Ayub Khattak	President, Chief Executive Officer, Director, Chairman of the Board (Principal executive officer)	September 24, 2021
<u>/s/ John Gallagher</u> John Gallagher	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	September 24, 2021
<u>/s/ Joanne Bradford</u> Joanne Bradford	Director	September 24, 2021
<u>/s/ Chris Achar</u> Chris Achar	Director	September 24, 2021
<u>/s/ Xiangmin Cui</u> Xiangmin Cui	Director	September 24, 2021
<u>/s/ Carole Faig</u> Carole Faig	Director	September 24, 2021
<u>/s/ Maria Martinez</u> Maria Martinez	Director	September 24, 2021
<u>/s/ Scott Stanford</u> Scott Stanford	Director	September 24, 2021

September 24, 2021
Cue Health Inc.
4980 Carroll Canyon Rd.
Suite 100
San Diego, California 92121

Re: Amended and Restated 2014 Equity Incentive Plan, as amended
2021 Stock Incentive Plan
2021 Employee Stock Purchase Plan
Khattak Stock Option Award
Ortiz Stock Option Award
Sattayasamitsathit Stock Option Award
Sever Stock Option Awards

Ladies and Gentlemen:

We have assisted in the preparation of a Registration Statement on Form S-8 (the “Registration Statement”) to be filed with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”), relating to an aggregate of 30,167,070 shares (the “Shares”) of common stock, par value \$0.00001 per share (the “Common Stock”), of Cue Health Inc., a Delaware corporation (the “Company”), consisting of (i) 7,597,510 shares of Common Stock issuable under the Company’s Amended and Restated 2014 Equity Incentive Plan, as amended (the “2014 Equity Incentive Plan”), (ii) 18,121,616 shares of Common Stock issuable under the Company’s 2021 Stock Incentive Plan (the “2021 Stock Incentive Plan”), (iii) 2,834,754 shares of Common Stock issuable under the Company’s 2021 Employee Stock Purchase Plan (the “ESPP and, together with the 2014 Equity Incentive Plan and the 2021 Stock Incentive Plan, the “Plans”), (iv) 295,900 shares of common stock issuable upon exercise of a stock option granted to Ayub Khattak on July 30, 2014 pursuant to the terms of a Stock Option Agreement by and between the Registrant and Mr. Khattak (the “Khattak Option Agreement”), (v) 94,260 shares of common stock issuable upon exercise of a stock option granted to Flor Ortiz on February 24, 2014 pursuant to the terms of a Stock Option Agreement by and between the Registrant and Mr. Ortiz (the “Ortiz Option Agreement”), (vi) 47,130 shares of common stock issuable upon exercise of a stock option granted to Sirilak Sattayasamitsathit on July 1, 2014 pursuant to the terms of a Stock Option Agreement by and between the Registrant and Mr. Sattayasamitsathit (the “Sattayasamitsathit Option Agreement”), (vii) 295,900 shares of common stock issuable upon exercise of a stock option granted to Clint Sever on July 30, 2014 pursuant to the terms of a Stock Option Agreement by and between the Registrant and Mr. Sever (the “2014 Sever Option Agreement”) and (viii) 880,000 shares of common stock issuable upon exercise of a stock option granted to Clint Sever on January 1, 2013 pursuant to the terms of a Stock Option Agreement by and between the Registrant and Mr. Sever (the “2013 Sever Option Agreement” and, together with the Khattak Option Agreement, the Ortiz Option Agreement, the Sattayasamitsathit Option Agreement and the 2014 Sever Option Agreement, the “Option Agreements”).

We have examined the Certificate of Incorporation and By-Laws of the Company, each as amended and restated to date, and originals, or copies certified to our satisfaction, of all pertinent records of the meetings of the directors and stockholders of the Company, the Registration Statement and such other documents relating to the Company as we have deemed material for the purposes of this opinion.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, photostatic or other copies, the authenticity of the originals of any such documents and the legal competence of all signatories to such documents.

We assume that the appropriate action will be taken, prior to the offer and sale of the Shares in accordance with the Plans, the Khattak Option Agreement, the Ortiz Option Agreement, the Sattayasamitsathit Option Agreement, the 2013 Sever Option Agreement or the 2014 Sever Option Agreement, as applicable, to register and qualify the Shares for sale under all applicable state securities or "blue sky" laws.

We express no opinion herein as to the laws of any state or jurisdiction other than the General Corporation Law of the State of Delaware.

It is understood that this opinion is to be used only in connection with the offer and sale of the Shares while the Registration Statement is in effect.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters.

Based on the foregoing, we are of the opinion that the Shares have been duly authorized for issuance and, when the Shares are issued and paid for in accordance with the terms and conditions of the Plans, the Khattak Option Agreement, the Ortiz Option Agreement, the Sattayasamitsathit Option Agreement, the 2013 Sever Option Agreement and the 2014 Sever Option Agreement, as applicable, the Shares will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion with the Commission in connection with the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Cue Health Inc.
September 24, 2021
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Very truly yours,

WILMER CUTLER PICKERING HALE AND DORR LLP

By: /s/ Glenn R. Pollner
Glenn R. Pollner, Partner

Consent of Independent Registered Public Accounting Firm

Cue Health Inc.
San Diego, California

We hereby consent to the incorporation by reference in this Registration Statement of our report dated April 19, 2021, relating to the financial statements of Cue Health Inc. (the “Company”), which is included in the Company’s Registration Statement on Form S-1 (no. 333-259250), as amended. Our report contains an explanatory paragraph regarding the Company’s ability to continue as a going concern.

/s/ BDO USA, LLP

San Diego, California
September 24, 2021

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

CUE INC.

STOCK OPTION AGREEMENT

CUE INC., a California corporation (the "Company"), hereby grants to the optionee named below an option ("Option") to purchase shares of its Class A Common Stock (the "Shares").

Date of Option Grant:	July 30, 2014
Name of Optionee or Purchaser:	Ayub Khattak
Number of Shares:	295,900
Exercise Price per Share:	\$1.00

By signing this cover sheet, you agree to all of the terms and conditions described in this Agreement.

Optionee: /s/ Ayub Khattak
(Signature)

Company: /s/ Ayub Khattak
Ayub Khattak, Chief Executive Officer

STOCK OPTION AGREEMENT

Vesting	Your Option has been granted to you in connection with your employment with the Company. Your Option vests immediately on the Effective Date of this Option Grant.
Term	Your Option will expire in any event at the close of business at Company headquarters on the day before the 10th anniversary of the Date of Grant, as shown on the cover sheet.
Acceleration	Notwithstanding anything to the contrary contained herein, if, during the Vesting Period, the Company is acquired by means an Acquisition Event (defined below), then all of the unvested Shares shall become fully vested immediately prior to the closing of such Acquisition Event.
Termination	Upon termination of the Employment Agreement for any reason, with or without cause, then your Option will stop vesting and you may exercise your Option only with respect to your vested Shares at any time during the ten-year term of this Option.
Restrictions on Exercise	You will be permitted to exercise this Option only if the Company's stockholders representing a majority of the outstanding securities entitled to vote have approved the Option and the issuance of Shares at that time would not otherwise violate any law or regulation.
Notice of Exercise	When you wish to exercise this Option, you must notify the Company by giving your written notice of exercise to the Chief Executive Officer of the Company. Your notice must specify how many Shares you wish to purchase. Your notice must also specify how your Shares should be registered (in your name only or in your and your spouse's names as community property or as joint tenants with right of survivorship). The notice will be effective when it is received by the Company. If someone else wants to exercise this Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.
Periods of Nonexercisability	Any other provision of this Agreement notwithstanding, the Company shall have the right to designate one or more periods of time, each of which shall not exceed 180 days in length, during which this Option shall not be exercisable if the Company determines (in its sole discretion) that such limitation on exercise could facilitate the registration or qualification of any securities by the Company under the Securities Act of 1933 (the "Securities Act") or any state securities laws, or facilitate the perfection of any exemption from the registration or qualification requirements of the Securities Act or any applicable state securities laws for the issuance or transfer of any securities. Such limitation on exercise shall not alter the vesting schedule set forth in this Agreement other than to limit the periods during which this Option shall be exercisable.
Form of Payment	When you submit your notice of exercise, you must include payment of the total exercise price for the Shares you are purchasing. Payment shall be made in the form of your personal check, a cashier's check or a money order.

Withholding Taxes

You will not be allowed to exercise this Option unless you make acceptable arrangements to pay any withholding or other taxes that may be due as a result of the Option exercise or the sale of shares acquired upon exercise of this Option and the sale of the shares.

Restrictions on Resale

By signing this Option, you agree not to sell any Shares at a time when applicable laws, regulations or Company or underwriter trading policies prohibit a sale.

Transfer of Option

Prior to your death, only you may exercise this Option. You cannot transfer or assign this Option. For instance, you may not sell this Option or use it as security for a loan. If you attempt to do any of these things, this Option will immediately become invalid. You may, however, dispose of this Option in your will. Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your spouse or former spouse, nor is the Company obligated to recognize such individual's interest in your Option in any other way.

Retention Rights

Neither this Option nor this Agreement gives you the right to be retained by the Company in any capacity. The Company reserves the right to terminate your service pursuant to the terms of the Advisory Agreement.

Shareholder Rights

You, or your estate or heirs, have no rights as a shareholder of the Company until a certificate for your Shares has been issued.

Restriction on Transfer; Rights of First Refusal

Before any Shares registered in your name may be sold or transferred (including transfer by operation of law other than as excepted pursuant herein), you must first obtain the written consent of the Company. If such written consent is not given, then the Company shall have a right of first refusal to purchase all, but not less than all, such Shares for the same price and, to the extent practicable, on substantially the same terms and conditions offered to such prospective purchaser, in accordance with the procedures set forth below (the "Rights of First Refusal").

If the proposed price per share is to be other than in cash, then an equivalent cash value shall be determined in good faith by the Board of Directors of the Company. If a transfer other than a voluntary sale is proposed to be made, then the price per share for purposes of the Rights of First Refusal shall be determined by the mutual agreement between you and the Company or, if no agreement can be reached, the price shall be the fair market value of such Shares, as determined in good faith by the Company's Board of Directors.

Prior to any sale or transfer of any of Shares, you, or your legal representative, shall promptly deliver to the Secretary of the Company a written notice of the price and other terms and conditions of the offer by the prospective purchaser, the identity of the prospective purchaser, and, in the case of a sale, your bona fide intention to sell or dispose of such shares together with a copy of a written agreement between yourself and the prospective purchaser conditioned only upon the satisfaction of the procedures set forth in these Rights of First Refusal. If the Company does not give its written consent to such transfer, then the Company (or its assignees) shall, for thirty (30) days after such notice from you or your representative, have the right under this section to purchase all such Shares, as set forth herein. After the expiration of the Rights of First Refusal, or upon the written consent of the Company to the proposed transfer, you or your representative may sell or transfer the Shares specified in the notice to the Company, on the terms and conditions specified in such notice; provided, however, that the sale must be consummated within three (3) months after the date of the notice and that all Shares sold or transferred shall remain subject to the provisions and restrictions of this Agreement, including restrictions on further transfer as provided in this section, and shall carry a legend to that effect.

If the Rights of First Refusal hereunder are not exercised but you fail to consummate such sale on the same terms and conditions as set forth in the notice to the Company within three (3) months after the date of the notice, then such Rights of First Refusal shall be reinstated.

The provisions of this section shall terminate on the closing date of an underwritten public offering of Common Stock of the Company. The provisions of this section shall not apply to a transfer of any Shares by you, either during your lifetime or on death to your ancestors, descendants or spouse, or any custodian or trustee for your account or for your ancestors, descendants or spouse; provided, in each such case a transferee shall receive and hold such shares subject to the provisions and restrictions on transfer of this Agreement and there shall be no further transfer of such Shares except in accordance herewith.

The Company shall not be required to transfer on its books any Shares of the Company which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement, or to treat as owner of such Shares, or to accord the right to vote as such owner or to pay dividends to, any transferee to whom such shares shall have been so transferred.

**Right to Repurchase
Shares**

The Company shall have the right (the "Purchase Right"), but not the obligation, to purchase any Shares acquired upon exercise of this Option if any of the following events occurs (the date of such event, a "Trigger Date"): (i) your termination of employment or service from the Company and its affiliates by the Company for Cause (defined hereafter) or your resignation without Good Reason (defined hereafter), or (ii) the issuance of any Shares following your termination of employment or service from the Company and its affiliates pursuant to the terms of this Option, such as upon the exercise of the Option following termination of employment or services for Cause or without Good Reason. The purchase price for the Shares subject to such Purchase Right shall be the fair market value of the Shares on the applicable Trigger Date.

The Company may exercise its Purchase Right by giving written notice thereof to you within thirty (30) days after the Trigger Date (the thirty (30) day period in each case, the "Call Period") of the number of Shares with respect to which the Purchase Right is being exercised. The Company shall promptly determine the Purchase Price for the Shares subject to the Purchase Right and shall notify you of such determination. The Company may elect to pay all or any portion of such Purchase Price in cash; provided that if the Company does not elect to pay the entire Purchase Price in cash, the Company shall, at a minimum, pay at least ten percent (10%) of the Purchase Price in cash, and shall deliver a promissory note with a principal amount equal to the remainder of the Purchase Price, which promissory note shall provide that: (i) the principal shall be paid in no more than five (5) equal annual installments commencing one (1) year from the delivery of such promissory note, (ii) interest on the unpaid principal amount shall accrue at an annual rate equal to the prime interest rate interest charged by the principal bank with which the Company conducts business as determined on the date the promissory note is issued, and shall be payable together with and in addition to each principal payment, and (iii) the Company shall have the right, without penalty, to prepay all or any portion of the principal and accrued interest owing thereunder at any time.

Upon the delivery of the payment and/or the promissory note described herein by the Company, you shall take all actions necessary, and execute all related documents specified by the Company as being reasonably necessary to consummate the sale of the Shares to the Company, and, by accepting this Option, you appoint the Company's Secretary as your true and lawful attorney-in-fact to exercise and deliver all such instruments, documents and writings, and to take all such actions as shall be required to consummate the sale of the Shares to the Company as contemplated in this Section. Such power is a special Power of Attorney coupled with an interest, is irrevocable, and shall run with the shares to any subsequent owners thereof.

For purposes hereof (A) "Cause" means (i) the commission of an act of fraud or embezzlement by the Optionee that is materially injurious to the Company, as determined, in each case, in good faith by the Company, and is not reimbursed to the Company in full and with interest within five (5) business days of notification to the Optionee; (ii) the Optionee's conviction of, or plea of *nolo contendere* to a felony of moral turpitude, and not including felonies related to driving under the influence of alcohol; or (iii) the commission of an act by the Optionee which constitutes unfair competition with the Company or any of its affiliates (not including a passive investment by the Optionee in any other company or business which constitutes no more than three percent (3%) of the equity of that company or business) which unfair competition is readily demonstrable by significant loss of revenues to the Company and which is not cured within thirty (30) days after notice to the Optionee by the Company in writing; (B) "Good Reason" shall mean, without the Optionee's written consent, (i) only at such time on and after the Optionee becomes a paid employee of the Company, a material diminution in the Optionee's base salary (as applicable) rate, except in the case where the Company's failure to pay the Optionee's base salary (as applicable) in full is due to a reduction effected in connection with an across-the-board reduction in the compensation of the Company's executive management team necessitated by the business or financial condition of the Company, (ii) a relocation by the Company of the office where the Optionee is based to a location over fifty (50) miles from its location immediately prior to such relocation, (iii) only at such time on and after the Optionee becomes a paid employee of the Company, a material reduction in the Optionee's duties, position or responsibilities, or (iv) the Optionee's death or Disability; *provided, however*, that you must provide written notice to the Company of the alleged breach, act or failure to act that allegedly constitutes Good Reason which notice shall describe the alleged breach, act or failure to act in question, and the you shall afford the Company an opportunity to cure the alleged breach, act or failure to act for a period of thirty (30) days after such notice: if such breach, act or failure to act is not cured prior to the expiration of the thirty (30) day cure period, then such termination by you for Good Reason shall be effective upon the expiration of said cure period

Investment Intent; Covenant

Upon the grant of this Option and upon purchasing Shares upon exercise of this Option, you hereby make the following representations to the Company:

- (a) You have had an opportunity to discuss the business prospects and business plan of the Company with the officers and directors of the Company. You have a preexisting personal or business relationship with the Company or one of its officers, directors or controlling persons and/or by reason of your business or financial experience you have the capacity to protect your own interests in connection with the transactions contemplated by this Agreement.
- (b) You are acquiring this Option and the Shares for investment and not with a view to or for sale in connection with any distribution of said Shares or with any present intention of distributing or selling said the Shares and you do not presently have reason to anticipate any change in circumstances or any particular occasion or event which would cause you to sell said the Shares. You understand that the Shares have not been registered under the Securities Act and may not be sold or otherwise disposed of except pursuant to an effective Registration Statement filed under the Securities Act or pursuant to an exemption from the registration requirements of such Securities Act. You acknowledge that the Company is under no obligation to register the Shares under the Securities Act on your behalf. You represent and warrant that you understand that the Shares constitutes restricted securities within the meaning of Rule 144 promulgated under the Act; that the exemption from registration under Rule 144 will not be available in any event for at least one year from the date of purchase and payment for the Shares, and even then will not be available unless the terms and conditions of Rule 144 are complied with and will be subject to the limitations on amount set forth therein.

- (c) Without limiting the representations and warranties set forth above, you agree that you will not make any transfer of all or any part of the Shares unless (i) there is a registration statement under the Securities Act in effect with respect to such transfer and such transfer is made in accordance therewith, or (ii) you have furnished the Company an opinion of counsel satisfactory to the Company and its counsel to the effect that such transfer will not require registration under the Securities Act. You agree that, prior to the closing of the Company's initial public offering registered under the Act, you will not sell any of such securities through a registered broker-dealer or market maker in reliance on Rule 144(k) without the Company's prior consent, even if you are otherwise permitted to transfer them pursuant to Rule 144(k) under the Securities Act.

Legends

All certificates representing the Shares issued upon exercise of this Option shall, where applicable, have endorsed thereon the following legends:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A REPURCHASE OPTION AND CERTAIN RESTRICTIONS UPON AND OBLIGATIONS WITH RESPECT TO TRANSFER AND RIGHTS OF FIRST REFUSAL AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL REGISTERED HOLDER, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY."

"THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

You agree that, in order to ensure compliance with the restrictions referred to above, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any. 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.

Drag-Along Rights

In the event the holders of a majority of the Company's voting capital stock then outstanding (the "Majority Shareholders") determine to sell or otherwise dispose of all or substantially all of the assets of the Company or fifty percent (50%) or more of the capital stock of the Company, in each case in a transaction constituting an Acquisition Event, to any non-affiliate(s) of the Company or any of the Majority Shareholders, or to cause the Company to merge with or into or consolidate with any non-affiliate(s) of the Company or any of the Majority Shareholders (in each case, the "Buyer") in a bona fide negotiated transaction (a "Sale"), you shall be obligated to and shall upon the written request of the Majority Shareholders: (a) sell, transfer and deliver, or cause to be sold, transferred and delivered, to the Buyer, some or all of your Shares (including for this purpose all of your Shares that presently or as a result of any such transaction may be acquired upon the exercise of an option (following the payment of the exercise price therefor)) on substantially the same terms applicable to the Majority Shareholders (with appropriate adjustments to reflect the conversion of convertible securities, the redemption of redeemable securities and the exercise of exercisable securities as well as the relative preferences and priorities of preferred stock); and (b) execute and deliver such instruments of conveyance and transfer and take such other action, including voting such Shares in favor of any Sale proposed by the Majority Shareholders and executing any purchase agreements, merger agreements, indemnity agreements, escrow agreements or related documents as the Company, the Majority Shareholders or the Buyer may reasonably require in order to carry out the terms and provisions of this Section. The drag-along right set forth in this section shall terminate as to any Shares upon the earlier of (i) the first sale of Shares to the general public, or (ii) an Acquisition Event in which the successor corporation has equity securities that are publicly traded.

Adjustment of Shares

If (i) the Company shall at any time be involved in a merger or other transaction in which the Shares are changed or exchanged; (ii) the Company shall subdivide or combine the Shares or the Company shall declare a dividend payable in Shares, other securities or other property; (iii) the Company shall effect a cash dividend the amount of which, on a per Share basis, exceeds ten percent (10%) of the fair market value of a Share at the time the dividend is declared, or the Company shall effect any other dividend or other distribution on the Shares in the form of cash, or a repurchase of Shares, that the Board of Directors of the Company (the "Board") determines by resolution is special or extraordinary in nature or that is in connection with a transaction that is a recapitalization or reorganization involving the Shares; (iv) the Company shall at any time undergo a recapitalization, combination, reclassification or other distribution of Shares without receipt of consideration by the Company; or (v) any other event shall occur, which, in the case of this subsection (v), in the judgment of the Board necessitates an adjustment to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Option, then, in each case, the Board shall, in such manner as it may deem equitable, adjust any or all of: (i) the number and type of Shares (including the number and type of Shares that may be issued pursuant to incentive stock options), (ii) the grant, purchase, or exercise price with respect to this Option, and (iii) the performance goals established under this Option.

In any of the circumstances described in the preceding paragraph, the Board may also make provision for a cash payment, in an amount determined by the Board, to the holder of this Option in exchange for the cancellation of all or a portion of the Option (without consent from you or anyone else with an interest in this Option), effective at such time as the Board specifies (which may be the time such transaction or event is effective); provided that any such adjustment shall be made in manner that permits the Option to continue to be exempt from Section 409A of the Internal Revenue Code (the "Code"). Further, the number of Shares subject to this Option must always be a whole number.

Without limitation, in the event of any reorganization, merger, consolidation, combination or other similar corporate transaction or event, whether or not constituting an Acquisition Event, other than any such transaction in which the Company is the continuing corporation and in which Shares are not being converted into or exchanged for different securities, cash or other property, or any combination thereof, the Board may substitute, on an equitable basis as the Board determines, for each Share then subject to this Option, the number and kind of shares of stock, other securities, cash or other property to which holders of Shares are or will be entitled in respect of each Share pursuant to the transaction.

Notwithstanding the foregoing, in the case of a stock dividend (other than a stock dividend declared in lieu of an ordinary cash dividend) or subdivision or combination of the Shares (including a reverse stock split), if no action is taken by the Board, adjustments contemplated by this section that are proportionate shall nevertheless automatically be made as of the date of such stock dividend or subdivision or combination of the Shares.

Acquisition Event or Cash-Out of Options

Upon an Acquisition Event (as defined below), the Board may, in its discretion, determine that this Option shall vest or be deemed to have been earned in full, and:

(i) If the successor or surviving corporation (or parent thereof) so agrees, this Option shall be assumed, or replaced with the same type of award with similar terms and conditions, by the successor or surviving corporation (or parent thereof) in the Acquisition Event. If this Option is so assumed or replaced by the successor or surviving corporation (or parent thereof), it shall be appropriately adjusted, immediately after such Acquisition Event, to apply to the number and class of securities which would have been issuable to you upon the consummation of such Acquisition Event had the Option been exercised or vested immediately prior to such Acquisition Event, and such other appropriate adjustments in the terms and conditions of the Option shall be made. In such a case, if this Option was not vested in full upon the Acquisition Event, then, if your employment is terminated without Cause (as defined below) or as a result of death or disability within one year following the Acquisition Event, the Option shall vest in full on the date of such termination. For purposes of this Option, "Cause" shall have the same meaning as set forth in your employment agreement with the Company, or, if you do not have an employment agreement with the Company that defines Cause, shall mean a good faith finding by the Company that you have (A) failed, neglected, or refused to perform the lawful employment duties related to your position or as from time to time assigned to your (other than due to disability within the meaning of Code Section 22(e)(3)); (B) committed any willful, intentional, or grossly negligent act having the effect of injuring the interest, business, or reputation of the Company or any affiliate; (C) violated or failed to comply in any material respect with the Company's or an affiliate's published rules, regulations, or policies, as in effect or amended from time to time, to the extent applicable to you; (D) committed an act constituting a felony or misdemeanor involving moral turpitude, fraud, theft, or dishonesty; (E) misappropriated or embezzled any property of the Company or an affiliate (whether or not an act constituting a felony or misdemeanor); or (F) breached any material provision of any applicable confidentiality, non-compete, non-solicit, general release, covenant not-to-sue, or other agreement with the Company or any affiliate.

(ii) If the provisions of paragraph (i) do not apply, then all outstanding Options shall be cancelled as of the date of the Acquisition Event in exchange for a payment in cash and/or Shares (which may include shares or other securities of any surviving or successor entity or the purchasing entity or any parent thereof) equal to the excess of the fair market value of the Shares on the date of the Acquisition Event covered by the vested portion of the Option that has not been exercised over the exercise or grant price of such Shares under the Option; provided that, if such fair market value does not exceed the exercise or grant price, the Option shall be cancelled for no consideration.

For the purposes of this Option, an “Acquisition Event” shall be deemed to have occurred as of the first day that any one or more of the following conditions is satisfied, including, but not limited to, the signing of documents by all parties and approval by all regulatory agencies, if required:

(i) Any person (as such term is defined in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a “group” as defined in Section 13(d)) other than an Excluded Person (as defined below) becomes the Beneficial Owner (as such term is defined pursuant to rules promulgated under the Securities Exchange Act of 1934), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company’s then outstanding securities (not including (A) any securities of the Company acquired and/or beneficially owned by such person if such person is an existing stockholder of the Company and (B) any securities acquired directly from the Company or its affiliates);

(ii) The shareholders approve a plan of complete liquidation or dissolution of the Company; or

(iii) The consummation of (A) an agreement for the sale or disposition of all or substantially all of the Company’s assets (other than to an Excluded Person), or (B) a merger, consolidation or reorganization of the Company with or involving any other corporation, other than (1) a merger, consolidation or reorganization that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), at least fifty percent (50%) of the combined voting power of the voting securities of the Company (or such other surviving entity) outstanding immediately after such merger, consolidation or reorganization, or (2) a merger, consolidation or reorganization that would result in at least fifty percent (50%) of the combined voting power of the voting securities of the Company (or such other surviving entity) outstanding immediately after such merger, consolidation or reorganization being held by an Excluded Person.

An Excluded Person means: (i) the Company or any of its affiliates, (ii) a trustee or other fiduciary holding securities under any employee benefit plan of the Company or any of its affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock in the Company.

Notwithstanding the foregoing, the initial offering of the Company's Shares to the public pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended from time to time, shall not be considered an Acquisition Event.

Lock-Up Agreement

You agree, in connection with the Company's initial underwritten public offering of the Company's securities, (1) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock of the Company held by you (other than those shares included in the registration) without the prior written consent of the Company or the underwriters managing such initial underwritten public offering of the Company's securities for one hundred eighty (180) days from the effective date of such registration, and (2) you further agree to execute any agreement reflecting (1) above as may be requested by the underwriters at the time of the public offering; provided however that the officers and directors of the Company who own the stock of the Company also agree to such restrictions.

Amendment

This Option may be amended only by written consent signed by you and the Company, except to the extent the amendment is not materially adverse to you or the Company deems it necessary to comply with any applicable law or listing requirement of any principal securities exchange or market on which the Company's common stock is then traded, or to preserve favorable accounting or tax treatment of this Option for the Company.

Type of Stock Option

This Option is not an incentive stock option under section 422 of the Internal Revenue Code and will be interpreted accordingly.

Applicable Law

This Agreement will be interpreted and enforced under the laws of the State of California.

Other Agreements

This Agreement (comprised of the cover sheet and this attachment) and the Advisory Agreement constitute the entire understanding between you and the Company regarding this Option. Any prior agreements, commitments or negotiations concerning this Option are superseded.

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

RUUBIX

STOCK OPTION AGREEMENT

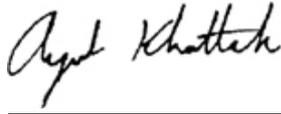
RUUBIX, a California corporation (the "Company"), hereby grants to the optionee named below an option ("Option") to purchase shares of its Class A Common Stock (the "Shares"). The terms and conditions of this Option are set forth in this cover sheet and in the attachment (the "Agreement").

Date of Option Grant: February 24, 2014
Name of Optionee or Purchaser: Flor Ortiz
Number of Shares: 94,260
Exercise Price per Share: \$0.27

By signing this cover sheet, you agree to all of the terms and conditions described in this Agreement.



Optionee: _____
(Signature)



Company: _____
Ayub Khattak, Chief Executive Officer

STOCK OPTION AGREEMENT

Vesting	So long as you remain an employee of the company in each instance, 25% of the Option (or 23,565 shares) shall vest at the one year anniversary of the Date of Option Grant, and an additional 1 /48 th of the Option shall be released on the first day of each month thereafter, commencing on and including March 1, 2015, until all of the shares shall have been released from the Option.
Term	Your Option will expire in any event at the close of business at Company headquarters on the day before the 10th anniversary of the Date of Grant, as shown on the cover sheet.
Acceleration	Notwithstanding anything to the contrary contained herein, if, during the Vesting Period, the Company is acquired by means an Acquisition Event (defined below), then all of the unvested Shares shall become fully vested immediately prior to the closing of such Acquisition Event. For purposes of the this Agreement, "Acquisition Event" means the acquisition of the Company by means of (i) a merger, consolidation or other form of corporate reorganization or recapitalization or (ii) the sale of all or substantially all of the assets or capital stock of the Company which will result in the Company's shareholders immediately prior to such transaction not holding (by virtue of such shares or securities issued solely with respect thereto) at least 50% of the voting power of the surviving, continuing or purchasing entity.
Termination	Upon termination of the Employment Agreement for any reason, with or without cause, then your Option will stop vesting and you may exercise your Option only with respect to your vested Shares at any time during the ten-year term of this Option.
Restrictions on Exercise	The Company will not permit you to exercise this Option if the issuance of Shares at that time would violate any law or regulation.
Notice of Exercise	When you wish to exercise this Option, you must notify the Company by giving your written notice of exercise to the Chief Executive Officer of the Company. Your notice must specify how many Shares you wish to purchase. Your notice must also specify how your Shares should be registered (in your name only or in your and your spouse's names as community property or as joint tenants with right of survivorship). The notice will be effective when it is received by the Company. If someone else wants to exercise this Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.
Periods of Nonexercisability	Any other provision of this Agreement notwithstanding, the Company shall have the right to designate one or more periods of time, each of which shall not exceed 180 days in length, during which this Option shall not be exercisable if the Company determines (in its sole discretion) that such limitation on exercise could facilitate the registration or qualification of any securities by the Company under the Securities Act of 1933 (the "Securities Act") or any state securities laws, or facilitate the perfection of any exemption from the registration or qualification requirements of the Securities Act or any applicable state securities laws for the issuance or transfer of any securities. Such limitation on exercise shall not alter the vesting schedule set forth in this Agreement other than to limit the periods during which this Option shall be exercisable.

Form of Payment	When you submit your notice of exercise, you must include payment of the total exercise price for the Shares you are purchasing. Payment shall be made in the form of your personal check, a cashier's check or a money order.
Withholding Taxes	You will not be allowed to exercise this Option unless you make acceptable arrangements to pay any withholding or other taxes that may be due as a result of the Option exercise or the sale of shares acquired upon exercise of this Option and the sale of the shares.
Restrictions on Resale	By signing this Option, you agree not to sell any Shares at a time when applicable laws, regulations or Company or underwriter trading policies prohibit a sale.
Transfer of Option	Prior to your death, only you may exercise this Option. You cannot transfer or assign this Option. For instance, you may not sell this Option or use it as security for a loan. If you attempt to do any of these things, this Option will immediately become invalid. You may, however, dispose of this Option in your will. Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your spouse or former spouse, nor is the Company obligated to recognize such individual's interest in your Option in any other way.
Retention Rights	Neither this Option nor this Agreement gives you the right to be retained by the Company in any capacity. The Company reserves the right to terminate your service pursuant to the terms of the Advisory Agreement.
Shareholder Rights	You, or your estate or heirs, have no rights as a shareholder of the Company until a certificate for your Shares has been issued.
Restriction on Transfer; Rights of First Refusal	<p>Before any Shares registered in your name may be sold or transferred (including transfer by operation of law other than as excepted pursuant herein), you must first obtain the written consent of the Company. If such written consent is not given, then the Company shall have a right of first refusal to purchase all, but not less than all, such Shares for the same price and, to the extent practicable, on substantially the same terms and conditions offered to such prospective purchaser, in accordance with the procedures set forth below (the "Rights of First Refusal").</p> <p>If the proposed price per share is to be other than in cash, then an equivalent cash value shall be determined in good faith by the Board of Directors of the Company. If a transfer other than a voluntary sale is proposed to be made, then the price per share for purposes of the Rights of First Refusal shall be determined by the mutual agreement between you and the Company or, if no agreement can be reached, the price shall be the fair market value of such Shares, as determined in good faith by the Company's Board of Directors.</p>

Prior to any sale or transfer of any of Shares, you, or your legal representative, shall promptly deliver to the Secretary of the Company a written notice of the price and other terms and conditions of the offer by the prospective purchaser, the identity of the prospective purchaser, and, in the case of a sale, your bona fide intention to sell or dispose of such shares together with a copy of a written agreement between yourself and the prospective purchaser conditioned only upon the satisfaction of the procedures set forth in these Rights of First Refusal. If the Company does not give its written consent to such transfer, then the Company (or its assignees) shall, for thirty (30) days after such notice from you or your representative, have the right under this section to purchase all such Shares, as set forth herein. After the expiration of the Rights of First Refusal, or upon the written consent of the Company to the proposed transfer, you or your representative may sell or transfer the Shares specified in the notice to the Company, on the terms and conditions specified in such notice; provided, however, that the sale must be consummated within three (3) months after the date of the notice and that all Shares sold or transferred shall remain subject to the provisions and restrictions of this Agreement, including restrictions on further transfer as provided in this section, and shall carry a legend to that effect.

If the Rights of First Refusal hereunder are not exercised but you fail to consummate such sale on the same terms and conditions as set forth in the notice to the Company within three (3) months after the date of the notice, then such Rights of First Refusal shall be reinstated.

The provisions of this section shall terminate on the closing date of an underwritten public offering of Common Stock of the Company. The provisions of this section shall not apply to a transfer of any Shares by you, either during your lifetime or on death to your ancestors, descendants or spouse, or any custodian or trustee for your account or for your ancestors, descendants or spouse; provided, in each such case a transferee shall receive and hold such shares subject to the provisions and restrictions on transfer of this Agreement and there shall be no further transfer of such Shares except in accordance herewith.

The Company shall not be required to transfer on its books any Shares of the Company which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement, or to treat as owner of such Shares, or to accord the right to vote as such owner or to pay dividends to, any transferee to whom such shares shall have been so transferred.

Investment Intent; Covenant

Upon the grant of this Option and upon purchasing Shares upon exercise of this Option, you hereby make the following representations to the Company:

- (a) You have had an opportunity to discuss the business prospects and business plan of the Company with the officers and directors of the Company. You have a preexisting personal or business relationship with the Company or one of its officers, directors or controlling persons and/or by reason of your business or financial experience you have the capacity to protect your own interests in connection with the transactions contemplated by this Agreement.
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- (b) You are acquiring this Option and the Shares for investment and not with a view to or for sale in connection with any distribution of said Shares or with any present intention of distributing or selling said the Shares and you do not presently have reason to anticipate any change in circumstances or any particular occasion or event which would cause you to sell said the Shares. You understand that the Shares have not been registered under the Securities Act and may not be sold or otherwise disposed of except pursuant to an effective Registration Statement filed under the Securities Act or pursuant to an exemption from the registration requirements of such Securities Act. You acknowledge that the Company is under no obligation to register the Shares under the Securities Act on your behalf. You represent and warrant that you understand that the Shares constitutes restricted securities within the meaning of Rule 144 promulgated under the Act; that the exemption from registration under Rule 144 will not be available in any event for at least one year from the date of purchase and payment for the Shares, and even then will not be available unless the terms and conditions of Rule 144 are complied with and will be subject to the limitations on amount set forth therein.
- (c) Without limiting the representations and warranties set forth above, you agree that you will not make any transfer of all or any part of the Shares unless (i) there is a registration statement under the Securities Act in effect with respect to such transfer and such transfer is made in accordance therewith, or (ii) you have furnished the Company an opinion of counsel satisfactory to the Company and its counsel to the effect that such transfer will not require registration under the Securities Act. You agree that, prior to the closing of the Company's initial public offering registered under the Act, you will not sell any of such securities through a registered broker-dealer or market maker in reliance on Rule 144(k) without the Company's prior consent, even if you are otherwise permitted to transfer them pursuant to Rule 144(k) under the Securities Act.

Legends

All certificates representing the Shares issued upon exercise of this Option shall, where applicable, have endorsed thereon the following legends:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A REPURCHASE OPTION AND CERTAIN RESTRICTIONS UPON AND OBLIGATIONS WITH RESPECT TO TRANSFER AND RIGHTS OF FIRST REFUSAL AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL REGISTERED HOLDER, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY."

"THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

You agree that, in order to ensure compliance with the restrictions referred to above, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any. 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.

Lock-Up Agreement

You agree, in connection with the Company's initial underwritten public offering of the Company's securities, (1) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock of the Company held by you (other than those shares included in the registration) without the prior written consent of the Company or the underwriters managing such initial underwritten public offering of the Company's securities for one hundred eighty (180) days from the effective date of such registration, and (2) you further agree to execute any agreement reflecting (1) above as may be requested by the underwriters at the time of the public offering; provided however that the officers and directors of the Company who own the stock of the Company also agree to such restrictions.

Type of Stock Option

This Option is not an incentive stock option under section 422 of the Internal Revenue Code and will be interpreted accordingly.

Applicable Law

This Agreement will be interpreted and enforced under the laws of the State of California.

Other Agreements

This Agreement (comprised of the cover sheet and this attachment) and the Advisory Agreement constitute the entire understanding between you and the Company regarding this Option. Any prior agreements, commitments or negotiations concerning this Option are superseded.

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

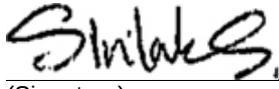
CUE

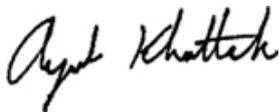
STOCK OPTION AGREEMENT

Cue Inc., a California corporation (the "Company"), hereby grants to the optionee named below an option ("Option") to purchase shares of Its Class A Common Stock (the "Shares"). The terms and conditions of this Option are set forth in this cover sheet and in the attachment (the "Agreement").

Date of Option Grant: July 21, 2014
Name of Optionee or Purchaser: Sirilak Sattayasamitsathit
Number of Shares: 94,260
Exercise Price per Share: \$0.27

By signing this cover sheet, you agree to all of the terms and conditions described in this Agreement.

Optionee: 
(Signature)

Company: 
Ayub Khattak, Chief Executive Officer



STOCK OPTION AGREEMENT

Vesting	So long as you remain an employee of the company in each instance, 25% of the Option (or 23,565 shares) shall vest at the one year anniversary of the Date of Option Grant, and an additional 1/48 th of the Option shall be released on the first day of each month thereafter, commencing on and including August 2015, until all of the shares shall have been released from the Option.
Term	Your Option will expire in any event at the close of business at Company headquarters on the day before the 10th anniversary of the Date of Grant, as shown on the cover sheet.
Acceleration	Notwithstanding anything to the contrary contained herein, if, during the Vesting Period, the Company is acquired by means an Acquisition Event (defined below), no unvested shares shall vest prior to the closing of such Acquisition Event. For purposes of the this Agreement, "Acquisition Event" means the acquisition of the Company by means of (i) a merger, consolidation or other form of corporate reorganization or recapitalization or (ii) the sale of all or substantially all of the assets or capital stock of the Company which will result in the Company's shareholders immediately prior to such transaction not holding (by virtue of such shares or securities issued solely with respect thereto) at least 50% of the voting power of the surviving, continuing or purchasing entity.
Termination	Upon termination of the Employment Agreement for any reason, with or without cause, then your Option will stop vesting and you may exercise your Option only with respect to your vested Shares at any time during the ten-year term of this Option.
Restrictions on Exercise	The Company will not permit you to exercise this Option if the issuance of Shares at that time would violate any law or regulation.
Notice of Exercise	When you wish to exercise this Option, you must notify the Company by giving your written notice of exercise to the Chief Executive Officer of the Company. Your notice must specify how many Shares you wish to purchase. Your notice must also specify how your Shares should be registered (in your name only or in your and your spouse's names as community property or as joint tenants with right of survivorship). The notice will be effective when it is received by the Company. If someone else wants to exercise this Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.
Periods of Nonexercisability	Any other provision of this Agreement notwithstanding, the Company shall have the right to designate one or more periods of time, each of which shall not exceed 180 days in length, during which this Option shall not be exercisable if the Company determines (in its sole discretion) that such limitation on exercise could facilitate the registration or qualification of any securities by the Company under the Securities Act of 1933 (the "Securities Act") or any state securities laws, or facilitate the perfection of any exemption from the registration or qualification requirements of the Securities Act or any applicable state securities laws for the issuance or transfer of any securities. Such limitation on exercise shall not alter the vesting schedule set forth in this Agreement other than to limit the periods during which this Option shall be exercisable.

Form of Payment	When you submit your notice of exercise, you must include payment of the total exercise price for the Shares you are purchasing. Payment shall be made in the form of your personal check, a cashier's check or a money order.
Withholding Taxes	You will not be allowed to exercise this Option unless you make acceptable arrangements to pay any withholding or other taxes that may be due as a result of the Option exercise or the sale of shares acquired upon exercise of this Option and the sale of the shares.
Restrictions on Resale	By signing this Option, you agree not to sell any Shares at a time when applicable laws, regulations or Company or underwriter trading policies prohibit a sale.
Transfer of Option	Prior to your death, only you may exercise this Option. You cannot transfer or assign this Option. For instance, you may not sell this Option or use it as security for a loan. If you attempt to do any of these things, this Option will immediately become invalid. You may, however, dispose of this Option in your will. Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your spouse or former spouse, nor is the Company obligated to recognize such individual's interest in your Option in any other way.
Retention Rights	Neither this Option nor this Agreement gives you the right to be retained by the Company in any capacity. The Company reserves the right to terminate your service pursuant to the terms of the Advisory Agreement.
Shareholder Rights	You, or your estate or heirs, have no rights as a shareholder of the Company until a certificate for your Shares has been issued.
Restriction on Transfer; Rights of First Refusal	<p>Before any Shares registered in your name may be sold or transferred (including transfer by operation of law other than as excepted pursuant herein), you must first obtain the written consent of the Company. If such written consent is not given, then the Company shall have a right of first refusal to purchase all, but not less than all, such Shares for the same price and, to the extent practicable, on substantially the same terms and conditions offered to such prospective purchaser, in accordance with the procedures set forth below (the "Rights of First Refusal").</p> <p>If the proposed price per share is to be other than in cash, then an equivalent cash value shall be determined in good faith by the Board of Directors of the Company. If a transfer other than a voluntary sale is proposed to be made, then the price per share for purposes of the Rights of First Refusal shall be determined by the mutual agreement between you and the Company or, if no agreement can be reached, the price shall be the fair market value of such Shares, as determined in good faith by the Company's Board of Directors.</p>

Prior to any sale or transfer of any of Shares, you, or your legal representative, shall promptly deliver to the Secretary of the Company a written notice of the price and other terms and conditions of the offer by the prospective purchaser, the identity of the prospective purchaser, and, in the case of a sale, your bona fide intention to sell or dispose of such shares together with a copy of a written agreement between yourself and the prospective purchaser conditioned only upon the satisfaction of the procedures set forth in these Rights of First Refusal. If the Company does not give its written consent to such transfer, then the Company (or its assignees) shall, for thirty (30) days after such notice from you or your representative, have the right under this section to purchase all such Shares, as set forth herein. After the expiration of the Rights of First Refusal, or upon the written consent of the Company to the proposed transfer, you or your representative may sell or transfer the Shares specified in the notice to the Company, on the terms and conditions specified in such notice; provided, however, that the sale must be consummated within three (3) months after the date of the notice and that all Shares sold or transferred shall remain subject to the provisions and restrictions of this Agreement, including restrictions on further transfer as provided in this section, and shall carry a legend to that effect.

If the Rights of First Refusal hereunder are not exercised but you fail to consummate such sale on the same terms and conditions as set forth in the notice to the Company within three (3) months after the date of the notice, then such Rights of First Refusal shall be reinstated.

The provisions of this section shall terminate on the closing date of an underwritten public offering of Common Stock of the Company. The provisions of this section shall not apply to a transfer of any Shares by you, either during your lifetime or on death to your ancestors, descendants or spouse, or any custodian or trustee for your account or for your ancestors, descendants or spouse; provided, in each such case a transferee shall receive and hold such shares subject to the provisions and restrictions on transfer of this Agreement and there shall be no further transfer of such Shares except in accordance herewith.

The Company shall not be required to transfer on its books any Shares of the Company which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement, or to treat as owner of such Shares, or to accord the right to vote as such owner or to pay dividends to, any transferee to whom such shares shall have been so transferred.

Investment Intent; Covenant

Upon the grant of this Option and upon purchasing Shares upon exercise of this Option, you hereby make the following representations to the Company:

- (a) You have had an opportunity to discuss the business prospects and business plan of the Company with the officers and directors of the Company. You have a preexisting personal or business relationship with the Company or one of its officers, directors or controlling persons and/or by reason of your business or financial experience you have the capacity to protect your own interests in connection with the transactions contemplated by this Agreement.
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- (b) You are acquiring this Option and the Shares for investment and not with a view to or for sale in connection with any distribution of said Shares or with any present intention of distributing or selling said the Shares and you do not presently have reason to anticipate any change in circumstances or any particular occasion or event which would cause you to sell said the Shares. You understand that the Shares have not been registered under the Securities Act and may not be sold or otherwise disposed of except pursuant to an effective Registration Statement filed under the Securities Act or pursuant to an exemption from the registration requirements of such Securities Act. You acknowledge that the Company is under no obligation to register the Shares under the Securities Act on your behalf. You represent and warrant that you understand that the Shares constitutes restricted securities within the meaning of Rule 144 promulgated under the Act; that the exemption from registration under Rule 144 will not be available in any event for at least one year from the date of purchase and payment for the Shares, and even then will not be available unless the terms and conditions of Rule 144 are complied with and will be subject to the limitations on amount set forth therein.
- (c) Without limiting the representations and warranties set forth above, you agree that you will not make any transfer of all or any part of the Shares unless (i) there is a registration statement under the Securities Act in effect with respect to such transfer and such transfer is made in accordance therewith, or (ii) you have furnished the Company an opinion of counsel satisfactory to the Company and its counsel to the effect that such transfer will not require registration under the Securities Act. You agree that, prior to the closing of the Company's initial public offering registered under the Act, you will not sell any of such securities through a registered broker-dealer or market maker in reliance on Rule 144(k) without the Company's prior consent, even if you are otherwise permitted to transfer them pursuant to Rule 144(k) under the Securities Act.

Legends

All certificates representing the Shares issued upon exercise of this Option shall, where applicable, have endorsed thereon the following legends:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A REPURCHASE OPTION AND CERTAIN RESTRICTIONS UPON AND OBLIGATIONS WITH RESPECT TO TRANSFER AND RIGHTS OF FIRST REFUSAL AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL REGISTERED HOLDER, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY."

"THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

You agree that, in order to ensure compliance with the restrictions referred to above, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any. 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.

Lock-Up Agreement

You agree, in connection with the Company's initial underwritten public offering of the Company's securities, (1) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock of the Company held by you (other than those shares included in the registration) without the prior written consent of the Company or the underwriters managing such initial underwritten public offering of the Company's securities for one hundred eighty (180) days from the effective date of such registration, and (2) you further agree to execute any agreement reflecting (1) above as may be requested by the underwriters at the time of the public offering; provided however that the officers and directors of the Company who own the stock of the Company also agree to such restrictions.

Type of Stock Option

This Option is not an incentive stock option under section 422 of the Internal Revenue Code and will be interpreted accordingly.

Applicable Law

This Agreement will be interpreted and enforced under the laws of the State of California.

Other Agreements

This Agreement (comprised of the cover sheet and this attachment) and the Advisory Agreement constitute the entire understanding between you and the Company regarding this Option. Any prior agreements, commitments or negotiations concerning this Option are superseded.

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

RUUBIX

STOCK OPTION AGREEMENT

RUUBIX, a California corporation (the "Company"), hereby grants to the optionee named below an option ("Option") to purchase shares of its Class A Common Stock (the "Shares"). The terms and conditions of this Option are set forth in this cover sheet and in the attachment (the "Agreement").

Date of Option Grant: January 1, 2013
Name of Optionee: Clint Sever
Number of Shares: 880,000
Exercise Price per Share: \$0.20

By signing this cover sheet, you agree to all of the terms and conditions described in this Agreement.

Optionee: /s/ Clint Sever
(Signature)

Company: /s/ Ayub Khattak
Ayub Khattak, Chief Executive Officer

STOCK OPTION AGREEMENT

Vesting	Your options vest as of the date of grant.
Term	Your Option will expire in any event at the close of business at Company headquarters on the day before the 10th anniversary of the Date of Grant, as shown on the cover sheet.
Acceleration	Notwithstanding anything to the contrary contained herein, if, during the Vesting Period, the Company is acquired by means an Acquisition Event (defined below), then all of the unvested Shares shall become fully vested immediately prior to the closing of such Acquisition Event. For purposes of the this Agreement, "Acquisition Event" means the acquisition of the Company by means of (i) a merger, consolidation or other form of corporate reorganization or recapitalization or (ii) the sale of all or substantially all of the assets or capital stock of the Company which will result in the Company's shareholders immediately prior to such transaction not holding (by virtue of such shares or securities issued solely with respect thereto) at least 50% of the voting power of the surviving, continuing or purchasing entity.
Termination	Upon termination of the Consulting Agreement for any reason, with or without cause, then your Option will stop vesting and you may exercise your Option only with respect to your vested Shares at any time during the ten-year term of this Option.
Restrictions on Exercise	The Company will not permit you to exercise this Option if the issuance of Shares at that time would violate any law or regulation.
Notice of Exercise	When you wish to exercise this Option, you must notify the Company by giving your written notice of exercise to the Chief Executive Officer of the Company. Your notice must specify how many Shares you wish to purchase. Your notice must also specify how your Shares should be registered (in your name only or in your and your spouse's names as community property or as joint tenants with right of survivorship). The notice will be effective when it is received by the Company. If someone else wants to exercise this Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.
Periods of Nonexercisability	Any other provision of this Agreement notwithstanding, the Company shall have the right to designate one or more periods of time, each of which shall not exceed 180 days in length, during which this Option shall not be exercisable if the Company determines (in its sole discretion) that such limitation on exercise could facilitate the registration or qualification of any securities by the Company under the Securities Act of 1933 (the "Securities Act") or any state securities laws, or facilitate the perfection of any exemption from the registration or qualification requirements of the Securities Act or any applicable state securities laws for the issuance or transfer of any securities. Such limitation on exercise shall not alter the vesting schedule set forth in this Agreement other than to limit the periods during which this Option shall be exercisable.
Form of Payment	When you submit your notice of exercise, you must include payment of the total exercise price for the Shares you are purchasing. Payment shall be made in the form of your personal check, a cashier's check or a money order.

Withholding Taxes	You will not be allowed to exercise this Option unless you make acceptable arrangements to pay any withholding or other taxes that may be due as a result of the Option exercise or the sale of shares acquired upon exercise of this Option and the sale of the shares.
Restrictions on Resale	By signing this Option, you agree not to sell any Shares at a time when applicable laws, regulations or Company or underwriter trading policies prohibit a sale.
Transfer of Option	Prior to your death, only you may exercise this Option. You cannot transfer or assign this Option. For instance, you may not sell this Option or use it as security for a loan. If you attempt to do any of these things, this Option will immediately become invalid. You may, however, dispose of this Option in your will. Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your spouse or former spouse, nor is the Company obligated to recognize such individual's interest in your Option in any other way.
Retention Rights	Neither this Option nor this Agreement gives you the right to be retained by the Company in any capacity. The Company reserves the right to terminate your service pursuant to the terms of the Advisory Agreement.
Shareholder Rights	You, or your estate or heirs, have no rights as a shareholder of the Company until a certificate for your Shares has been issued.
Restriction on Transfer; Rights of First Refusal	<p>Before any Shares registered in your name may be sold or transferred (including transfer by operation of law other than as excepted pursuant herein), you must first obtain the written consent of the Company. If such written consent is not given, then the Company shall have a right of first refusal to purchase all, but not less than all, such Shares for the same price and, to the extent practicable, on substantially the same terms and conditions offered to such prospective purchaser, in accordance with the procedures set forth below (the "Rights of First Refusal").</p> <p>If the proposed price per share is to be other than in cash, then an equivalent cash value shall be determined in good faith by the Board of Directors of the Company. If a transfer other than a voluntary sale is proposed to be made, then the price per share for purposes of the Rights of First Refusal shall be determined by the mutual agreement between you and the Company or, if no agreement can be reached, the price shall be the fair market value of such Shares, as determined in good faith by the Company's Board of Directors.</p> <p>Prior to any sale or transfer of any of Shares, you, or your legal representative, shall promptly deliver to the Secretary of the Company a written notice of the price and other terms and conditions of the offer by the prospective purchaser, the identity of the prospective purchaser, and, in the case of a sale, your bona fide intention to sell or dispose of such shares together with a copy of a written agreement between yourself and the prospective purchaser conditioned only upon the satisfaction of the procedures set forth in these Rights of First Refusal. If the Company does not give its written consent to such transfer, then the Company (or its assignees) shall, for thirty (30) days after such notice from you or your representative, have the right under this section to purchase all such Shares, as set forth herein. After the expiration of the Rights of First Refusal, or upon the written consent of the Company to the proposed transfer, you or your representative may sell or transfer the Shares specified in the notice to the Company, on the terms and conditions specified in such notice; provided, however, that the sale must be consummated within three (3) months after the date of the notice and that all Shares sold or transferred shall remain subject to the provisions and restrictions of this Agreement, including restrictions on further transfer as provided in this section, and shall carry a legend to that effect.</p>

If the Rights of First Refusal hereunder are not exercised but you fail to consummate such sale on the same terms and conditions as set forth in the notice to the Company within three (3) months after the date of the notice, then such Rights of First Refusal shall be reinstated.

The provisions of this section shall terminate on the closing date of an underwritten public offering of Common Stock of the Company. The provisions of this section shall not apply to a transfer of any Shares by you, either during your lifetime or on death to your ancestors, descendants or spouse, or any custodian or trustee for your account or for your ancestors, descendants or spouse; provided, in each such case a transferee shall receive and hold such shares subject to the provisions and restrictions on transfer of this Agreement and there shall be no further transfer of such Shares except in accordance herewith.

The Company shall not be required to transfer on its books any Shares of the Company which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement, or to treat as owner of such Shares, or to accord the right to vote as such owner or to pay dividends to, any transferee to whom such shares shall have been so transferred.

Investment Intent; Covenant

Upon the grant of this Option and upon purchasing Shares upon exercise of this Option, you hereby make the following representations to the Company:

- (a) You have had an opportunity to discuss the business prospects and business plan of the Company with the officers and directors of the Company. You have a preexisting personal or business relationship with the Company or one of its officers, directors or controlling persons and/or by reason of your business or financial experience you have the capacity to protect your own interests in connection with the transactions contemplated by this Agreement.
 - (b) You are acquiring this Option and the Shares for investment and not with a view to or for sale in connection with any distribution of said Shares or with any present intention of distributing or selling said the Shares and you do not presently have reason to anticipate any change in circumstances or any particular occasion or event which would cause you to sell said the Shares. You understand that the Shares have not been registered under the Securities Act and may not be sold or otherwise disposed of except pursuant to an effective Registration Statement filed under the Securities Act or pursuant to an exemption from the registration requirements of such Securities Act. You acknowledge that the Company is under no obligation to register the Shares under the Securities Act on your behalf. You represent and warrant that you understand that the Shares constitutes restricted securities within the meaning of Rule 144 promulgated under the Act; that the exemption from registration under Rule 144 will not be available in any event for at least one year from the date of purchase and payment for the Shares, and even then will not be available unless the terms and conditions of Rule 144 are complied with and will be subject to the limitations on amount set forth therein.
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- (c) Without limiting the representations and warranties set forth above, you agree that you will not make any transfer of all or any part of the Shares unless (i) there is a registration statement under the Securities Act in effect with respect to such transfer and such transfer is made in accordance therewith, or (ii) you have furnished the Company an opinion of counsel satisfactory to the Company and its counsel to the effect that such transfer will not require registration under the Securities Act. You agree that, prior to the closing of the Company's initial public offering registered under the Act, you will not sell any of such securities through a registered broker-dealer or market maker in reliance on Rule 144(k) without the Company's prior consent, even if you are otherwise permitted to transfer them pursuant to Rule 144(k) under the Securities Act.

Legends

All certificates representing the Shares issued upon exercise of this Option shall, where applicable, have endorsed thereon the following legends:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A REPURCHASE OPTION AND CERTAIN RESTRICTIONS UPON AND OBLIGATIONS WITH RESPECT TO TRANSFER AND RIGHTS OF FIRST REFUSAL AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL REGISTERED HOLDER, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY."

"THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

You agree that, in order to ensure compliance with the restrictions referred to above, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any. 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.

Lock-Up Agreement	You agree, in connection with the Company's initial underwritten public offering of the Company's securities, (1) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock of the Company held by you (other than those shares included in the registration) without the prior written consent of the Company or the underwriters managing such initial underwritten public offering of the Company's securities for one hundred eighty (180) days from the effective date of such registration, and (2) you further agree to execute any agreement reflecting (1) above as may be requested by the underwriters at the time of the public offering; <u>provided however</u> that the officers and directors of the Company who own the stock of the Company also agree to such restrictions.
Type of Stock Option	This Option is not an incentive stock option under section 422 of the Internal Revenue Code and will be interpreted accordingly.
Applicable Law	This Agreement will be interpreted and enforced under the laws of the State of California.
Other Agreements	This Agreement (comprised of the cover sheet and this attachment) and the Advisory Agreement constitute the entire understanding between you and the Company regarding this Option. Any prior agreements, commitments or negotiations concerning this Option are superseded.

IT IS UNLAWFUL TO CONSUMMATE A SALE OR TRANSFER OF THIS SECURITY, OR ANY INTEREST THEREIN, OR TO RECEIVE ANY CONSIDERATION THEREFOR, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, EXCEPT AS PERMITTED IN THE COMMISSIONER'S RULES.

CUE INC.

STOCK OPTION AGREEMENT

CUE INC., a California corporation (the "Company"), hereby grants to the optionee named below an option ("Option") to purchase shares of its Class A Common Stock (the "Shares").

Date of Option Grant:	July 30, 2014
Name of Optionee or Purchaser:	Clint Sever
Number of Shares:	295,900
Exercise Price per Share:	\$1.00

By signing this cover sheet, you agree to all of the terms and conditions described in this Agreement.

Optionee: /s/ Clint Sever
(Signature)

Company: /s/ Ayub Khattak
Ayub Khattak, Chief Executive Officer

STOCK OPTION AGREEMENT

Vesting	Your Option has been granted to you in connection with your employment with the Company. Your Option vests immediately on the Effective Date of this Option Grant.
Term	Your Option will expire in any event at the close of business at Company headquarters on the day before the 10th anniversary of the Date of Grant, as shown on the cover sheet.
Acceleration	Notwithstanding anything to the contrary contained herein, if, during the Vesting Period, the Company is acquired by means an Acquisition Event (defined below), then all of the unvested Shares shall become fully vested immediately prior to the closing of such Acquisition Event.
Termination	Upon termination of the Employment Agreement for any reason, with or without cause, then your Option will stop vesting and you may exercise your Option only with respect to your vested Shares at any time during the ten-year term of this Option.
Restrictions on Exercise	You will be permitted to exercise this Option only if the Company's stockholders representing a majority of the outstanding securities entitled to vote have approved the Option and the issuance of Shares at that time would not otherwise violate any law or regulation.
Notice of Exercise	When you wish to exercise this Option, you must notify the Company by giving your written notice of exercise to the Chief Executive Officer of the Company. Your notice must specify how many Shares you wish to purchase. Your notice must also specify how your Shares should be registered (in your name only or in your and your spouse's names as community property or as joint tenants with right of survivorship). The notice will be effective when it is received by the Company. If someone else wants to exercise this Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.
Periods of Nonexercisability	Any other provision of this Agreement notwithstanding, the Company shall have the right to designate one or more periods of time, each of which shall not exceed 180 days in length, during which this Option shall not be exercisable if the Company determines (in its sole discretion) that such limitation on exercise could facilitate the registration or qualification of any securities by the Company under the Securities Act of 1933 (the "Securities Act") or any state securities laws, or facilitate the perfection of any exemption from the registration or qualification requirements of the Securities Act or any applicable state securities laws for the issuance or transfer of any securities. Such limitation on exercise shall not alter the vesting schedule set forth in this Agreement other than to limit the periods during which this Option shall be exercisable.
Form of Payment	When you submit your notice of exercise, you must include payment of the total exercise price for the Shares you are purchasing. Payment shall be made in the form of your personal check, a cashier's check or a money order.

Withholding Taxes	You will not be allowed to exercise this Option unless you make acceptable arrangements to pay any withholding or other taxes that may be due as a result of the Option exercise or the sale of shares acquired upon exercise of this Option and the sale of the shares.
Restrictions on Resale	By signing this Option, you agree not to sell any Shares at a time when applicable laws, regulations or Company or underwriter trading policies prohibit a sale.
Transfer of Option	Prior to your death, only you may exercise this Option. You cannot transfer or assign this Option. For instance, you may not sell this Option or use it as security for a loan. If you attempt to do any of these things, this Option will immediately become invalid. You may, however, dispose of this Option in your will. Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your spouse or former spouse, nor is the Company obligated to recognize such individual's interest in your Option in any other way.
Retention Rights	Neither this Option nor this Agreement gives you the right to be retained by the Company in any capacity. The Company reserves the right to terminate your service pursuant to the terms of the Advisory Agreement.
Shareholder Rights	You, or your estate or heirs, have no rights as a shareholder of the Company until a certificate for your Shares has been issued.
Restriction on Transfer; Rights of First Refusal	<p>Before any Shares registered in your name may be sold or transferred (including transfer by operation of law other than as excepted pursuant herein), you must first obtain the written consent of the Company. If such written consent is not given, then the Company shall have a right of first refusal to purchase all, but not less than all, such Shares for the same price and, to the extent practicable, on substantially the same terms and conditions offered to such prospective purchaser, in accordance with the procedures set forth below (the "Rights of First Refusal").</p> <p>If the proposed price per share is to be other than in cash, then an equivalent cash value shall be determined in good faith by the Board of Directors of the Company. If a transfer other than a voluntary sale is proposed to be made, then the price per share for purposes of the Rights of First Refusal shall be determined by the mutual agreement between you and the Company or, if no agreement can be reached, the price shall be the fair market value of such Shares, as determined in good faith by the Company's Board of Directors.</p> <p>Prior to any sale or transfer of any of Shares, you, or your legal representative, shall promptly deliver to the Secretary of the Company a written notice of the price and other terms and conditions of the offer by the prospective purchaser, the identity of the prospective purchaser, and, in the case of a sale, your bona fide intention to sell or dispose of such shares together with a copy of a written agreement between yourself and the prospective purchaser conditioned only upon the satisfaction of the procedures set forth in these Rights of First Refusal. If the Company does not give its written consent to such transfer, then the Company (or its assignees) shall, for thirty (30) days after such notice from you or your representative, have the right under this section to purchase all such Shares, as set forth herein. After the expiration of the Rights of First Refusal, or upon the written consent of the Company to the proposed transfer, you or your representative may sell or transfer the Shares specified in the notice to the Company, on the terms and conditions specified in such notice; provided, however, that the sale must be consummated within three (3) months after the date of the notice and that all Shares sold or transferred shall remain subject to the provisions and restrictions of this Agreement, including restrictions on further transfer as provided in this section, and shall carry a legend to that effect.</p>

If the Rights of First Refusal hereunder are not exercised but you fail to consummate such sale on the same terms and conditions as set forth in the notice to the Company within three (3) months after the date of the notice, then such Rights of First Refusal shall be reinstated.

The provisions of this section shall terminate on the closing date of an underwritten public offering of Common Stock of the Company. The provisions of this section shall not apply to a transfer of any Shares by you, either during your lifetime or on death to your ancestors, descendants or spouse, or any custodian or trustee for your account or for your ancestors, descendants or spouse; provided, in each such case a transferee shall receive and hold such shares subject to the provisions and restrictions on transfer of this Agreement and there shall be no further transfer of such Shares except in accordance herewith.

The Company shall not be required to transfer on its books any Shares of the Company which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement, or to treat as owner of such Shares, or to accord the right to vote as such owner or to pay dividends to, any transferee to whom such shares shall have been so transferred.

Right to Repurchase Shares

The Company shall have the right (the "Purchase Right"), but not the obligation, to purchase any Shares acquired upon exercise of this Option if any of the following events occurs (the date of such event, a "Trigger Date"): (i) your termination of employment or service from the Company and its affiliates by the Company for Cause (defined hereafter) or your resignation without Good Reason (defined hereafter), or (ii) the issuance of any Shares following your termination of employment or service from the Company and its affiliates pursuant to the terms of this Option, such as upon the exercise of the Option following termination of employment or services for Cause or without Good Reason. The purchase price for the Shares subject to such Purchase Right shall be the fair market value of the Shares on the applicable Trigger Date.

The Company may exercise its Purchase Right by giving written notice thereof to you within thirty (30) days after the Trigger Date (the thirty (30) day period in each case, the "Call Period") of the number of Shares with respect to which the Purchase Right is being exercised. The Company shall promptly determine the Purchase Price for the Shares subject to the Purchase Right and shall notify you of such determination. The Company may elect to pay all or any portion of such Purchase Price in cash; provided that if the Company does not elect to pay the entire Purchase Price in cash, the Company shall, at a minimum, pay at least ten percent (10%) of the Purchase Price in cash, and shall deliver a promissory note with a principal amount equal to the remainder of the Purchase Price, which promissory note shall provide that: (i) the principal shall be paid in no more than five (5) equal annual installments commencing one (1) year from the delivery of such promissory note, (ii) interest on the unpaid principal amount shall accrue at an annual rate equal to the prime interest rate interest charged by the principal bank with which the Company conducts business as determined on the date the promissory note is issued, and shall be payable together with and in addition to each principal payment, and (iii) the Company shall have the right, without penalty, to prepay all or any portion of the principal and accrued interest owing thereunder at any time.

Upon the delivery of the payment and/or the promissory note described herein by the Company, you shall take all actions necessary, and execute all related documents specified by the Company as being reasonably necessary to consummate the sale of the Shares to the Company, and, by accepting this Option, you appoint the Company's Secretary as your true and lawful attorney-in-fact to exercise and deliver all such instruments, documents and writings, and to take all such actions as shall be required to consummate the sale of the Shares to the Company as contemplated in this Section. Such power is a special Power of Attorney coupled with an interest, is irrevocable, and shall run with the shares to any subsequent owners thereof.

For purposes hereof (A) "Cause" means (i) the commission of an act of fraud or embezzlement by the Optionee that is materially injurious to the Company, as determined, in each case, in good faith by the Company, and is not reimbursed to the Company in full and with interest within five (5) business days of notification to the Optionee; (ii) the Optionee's conviction of, or plea of *nolo contendere* to a felony of moral turpitude, and not including felonies related to driving under the influence of alcohol; or (iii) the commission of an act by the Optionee which constitutes unfair competition with the Company or any of its affiliates (not including a passive investment by the Optionee in any other company or business which constitutes no more than three percent (3%) of the equity of that company or business) which unfair competition is readily demonstrable by significant loss of revenues to the Company and which is not cured within thirty (30) days after notice to the Optionee by the Company in writing; (B) "Good Reason" shall mean, without the Optionee's written consent, (i) only at such time on and after the Optionee becomes a paid employee of the Company, a material diminution in the Optionee's base salary (as applicable) rate, except in the case where the Company's failure to pay the Optionee's base salary (as applicable) in full is due to a reduction effected in connection with an across-the-board reduction in the compensation of the Company's executive management team necessitated by the business or financial condition of the Company, (ii) a relocation by the Company of the office where the Optionee is based to a location over fifty (50) miles from its location immediately prior to such relocation, (iii) only at such time on and after the Optionee becomes a paid employee of the Company, a material reduction in the Optionee's duties, position or responsibilities, or (iv) the Optionee's death or Disability; *provided, however*, that you must provide written notice to the Company of the alleged breach, act or failure to act that allegedly constitutes Good Reason which notice shall describe the alleged breach, act or failure to act in question, and the you shall afford the Company an opportunity to cure the alleged breach, act or failure to act for a period of thirty (30) days after such notice: if such breach, act or failure to act is not cured prior to the expiration of the thirty (30) day cure period, then such termination by you for Good Reason shall be effective upon the expiration of said cure period

Investment Intent; Covenant

Upon the grant of this Option and upon purchasing Shares upon exercise of this Option, you hereby make the following representations to the Company:

- (a) You have had an opportunity to discuss the business prospects and business plan of the Company with the officers and directors of the Company. You have a preexisting personal or business relationship with the Company or one of its officers, directors or controlling persons and/or by reason of your business or financial experience you have the capacity to protect your own interests in connection with the transactions contemplated by this Agreement.
- (b) You are acquiring this Option and the Shares for investment and not with a view to or for sale in connection with any distribution of said Shares or with any present intention of distributing or selling said the Shares and you do not presently have reason to anticipate any change in circumstances or any particular occasion or event which would cause you to sell said the Shares. You understand that the Shares have not been registered under the Securities Act and may not be sold or otherwise disposed of except pursuant to an effective Registration Statement filed under the Securities Act or pursuant to an exemption from the registration requirements of such Securities Act. You acknowledge that the Company is under no obligation to register the Shares under the Securities Act on your behalf. You represent and warrant that you understand that the Shares constitutes restricted securities within the meaning of Rule 144 promulgated under the Act; that the exemption from registration under Rule 144 will not be available in any event for at least one year from the date of purchase and payment for the Shares, and even then will not be available unless the terms and conditions of Rule 144 are complied with and will be subject to the limitations on amount set forth therein.
- (c) Without limiting the representations and warranties set forth above, you agree that you will not make any transfer of all or any part of the Shares unless (i) there is a registration statement under the Securities Act in effect with respect to such transfer and such transfer is made in accordance therewith, or (ii) you have furnished the Company an opinion of counsel satisfactory to the Company and its counsel to the effect that such transfer will not require registration under the Securities Act. You agree that, prior to the closing of the Company's initial public offering registered under the Act, you will not sell any of such securities through a registered broker-dealer or market maker in reliance on Rule 144(k) without the Company's prior consent, even if you are otherwise permitted to transfer them pursuant to Rule 144(k) under the Securities Act.

Legends

All certificates representing the Shares issued upon exercise of this Option shall, where applicable, have endorsed thereon the following legends:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A REPURCHASE OPTION AND CERTAIN RESTRICTIONS UPON AND OBLIGATIONS WITH RESPECT TO TRANSFER AND RIGHTS OF FIRST REFUSAL AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL REGISTERED HOLDER, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.”

“THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.”

You agree that, in order to ensure compliance with the restrictions referred to above, the Company may issue appropriate “stop transfer” instructions to its transfer agent, if any. 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.

Drag-Along Rights

In the event the holders of a majority of the Company’s voting capital stock then outstanding (the “Majority Shareholders”) determine to sell or otherwise dispose of all or substantially all of the assets of the Company or fifty percent (50%) or more of the capital stock of the Company, in each case in a transaction constituting an Acquisition Event, to any non-affiliate(s) of the Company or any of the Majority Shareholders, or to cause the Company to merge with or into or consolidate with any non-affiliate(s) of the Company or any of the Majority Shareholders (in each case, the “Buyer”) in a bona fide negotiated transaction (a “Sale”), you shall be obligated to and shall upon the written request of the Majority Shareholders: (a) sell, transfer and deliver, or cause to be sold, transferred and delivered, to the Buyer, some or all of your Shares (including for this purpose all of your Shares that presently or as a result of any such transaction may be acquired upon the exercise of an option (following the payment of the exercise price therefor)) on substantially the same terms applicable to the Majority Shareholders (with appropriate adjustments to reflect the conversion of convertible securities, the redemption of redeemable securities and the exercise of exercisable securities as well as the relative preferences and priorities of preferred stock); and (b) execute and deliver such instruments of conveyance and transfer and take such other action, including voting such Shares in favor of any Sale proposed by the Majority Shareholders and executing any purchase agreements, merger agreements, indemnity agreements, escrow agreements or related documents as the Company, the Majority Shareholders or the Buyer may reasonably require in order to carry out the terms and provisions of this Section. The drag-along right set forth in this section shall terminate as to any Shares upon the earlier of (i) the first sale of Shares to the general public, or (ii) an Acquisition Event in which the successor corporation has equity securities that are publicly traded.

Adjustment of Shares

If (i) the Company shall at any time be involved in a merger or other transaction in which the Shares are changed or exchanged; (ii) the Company shall subdivide or combine the Shares or the Company shall declare a dividend payable in Shares, other securities or other property; (iii) the Company shall effect a cash dividend the amount of which, on a per Share basis, exceeds ten percent (10%) of the fair market value of a Share at the time the dividend is declared, or the Company shall effect any other dividend or other distribution on the Shares in the form of cash, or a repurchase of Shares, that the Board of Directors of the Company (the "Board") determines by resolution is special or extraordinary in nature or that is in connection with a transaction that is a recapitalization or reorganization involving the Shares; (iv) the Company shall at any time undergo a recapitalization, combination, reclassification or other distribution of Shares without receipt of consideration by the Company; or (v) any other event shall occur, which, in the case of this subsection (v), in the judgment of the Board necessitates an adjustment to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Option, then, in each case, the Board shall, in such manner as it may deem equitable, adjust any or all of: (i) the number and type of Shares (including the number and type of Shares that may be issued pursuant to incentive stock options), (ii) the grant, purchase, or exercise price with respect to this Option, and (iii) the performance goals established under this Option.

In any of the circumstances described in the preceding paragraph, the Board may also make provision for a cash payment, in an amount determined by the Board, to the holder of this Option in exchange for the cancellation of all or a portion of the Option (without consent from you or anyone else with an interest in this Option), effective at such time as the Board specifies (which may be the time such transaction or event is effective); provided that any such adjustment shall be made in manner that permits the Option to continue to be exempt from Section 409A of the Internal Revenue Code (the "Code"). Further, the number of Shares subject to this Option must always be a whole number.

Without limitation, in the event of any reorganization, merger, consolidation, combination or other similar corporate transaction or event, whether or not constituting an Acquisition Event, other than any such transaction in which the Company is the continuing corporation and in which Shares are not being converted into or exchanged for different securities, cash or other property, or any combination thereof, the Board may substitute, on an equitable basis as the Board determines, for each Share then subject to this Option, the number and kind of shares of stock, other securities, cash or other property to which holders of Shares are or will be entitled in respect of each Share pursuant to the transaction.

Notwithstanding the foregoing, in the case of a stock dividend (other than a stock dividend declared in lieu of an ordinary cash dividend) or subdivision or combination of the Shares (including a reverse stock split), if no action is taken by the Board, adjustments contemplated by this section that are proportionate shall nevertheless automatically be made as of the date of such stock dividend or subdivision or combination of the Shares.

Acquisition Event or Cash-Out of Options

Upon an Acquisition Event (as defined below), the Board may, in its discretion, determine that this Option shall vest or be deemed to have been earned in full, and:

(i) If the successor or surviving corporation (or parent thereof) so agrees, this Option shall be assumed, or replaced with the same type of award with similar terms and conditions, by the successor or surviving corporation (or parent thereof) in the Acquisition Event. If this Option is so assumed or replaced by the successor or surviving corporation (or parent thereof), it shall be appropriately adjusted, immediately after such Acquisition Event, to apply to the number and class of securities which would have been issuable to you upon the consummation of such Acquisition Event had the Option been exercised or vested immediately prior to such Acquisition Event, and such other appropriate adjustments in the terms and conditions of the Option shall be made. In such a case, if this Option was not vested in full upon the Acquisition Event, then, if your employment is terminated without Cause (as defined below) or as a result of death or disability within one year following the Acquisition Event, the Option shall vest in full on the date of such termination. For purposes of this Option, "Cause" shall have the same meaning as set forth in your employment agreement with the Company, or, if you do not have an employment agreement with the Company that defines Cause, shall mean a good faith finding by the Company that you have (A) failed, neglected, or refused to perform the lawful employment duties related to your position or as from time to time assigned to your (other than due to disability within the meaning of Code Section 22(e)(3)); (B) committed any willful, intentional, or grossly negligent act having the effect of injuring the interest, business, or reputation of the Company or any affiliate; (C) violated or failed to comply in any material respect with the Company's or an affiliate's published rules, regulations, or policies, as in effect or amended from time to time, to the extent applicable to you; (D) committed an act constituting a felony or misdemeanor involving moral turpitude, fraud, theft, or dishonesty; (E) misappropriated or embezzled any property of the Company or an affiliate (whether or not an act constituting a felony or misdemeanor); or (F) breached any material provision of any applicable confidentiality, non-compete, non-solicit, general release, covenant not-to-sue, or other agreement with the Company or any affiliate.

(ii) If the provisions of paragraph (i) do not apply, then all outstanding Options shall be cancelled as of the date of the Acquisition Event in exchange for a payment in cash and/or Shares (which may include shares or other securities of any surviving or successor entity or the purchasing entity or any parent thereof) equal to the excess of the fair market value of the Shares on the date of the Acquisition Event covered by the vested portion of the Option that has not been exercised over the exercise or grant price of such Shares under the Option; provided that, if such fair market value does not exceed the exercise or grant price, the Option shall be cancelled for no consideration.

For the purposes of this Option, an “Acquisition Event” shall be deemed to have occurred as of the first day that any one or more of the following conditions is satisfied, including, but not limited to, the signing of documents by all parties and approval by all regulatory agencies, if required:

(i) Any person (as such term is defined in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a “group” as defined in Section 13(d)) other than an Excluded Person (as defined below) becomes the Beneficial Owner (as such term is defined pursuant to rules promulgated under the Securities Exchange Act of 1934), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company’s then outstanding securities (not including (A) any securities of the Company acquired and/or beneficially owned by such person if such person is an existing stockholder of the Company and (B) any securities acquired directly from the Company or its affiliates);

(ii) The shareholders approve a plan of complete liquidation or dissolution of the Company; or

(iii) The consummation of (A) an agreement for the sale or disposition of all or substantially all of the Company’s assets (other than to an Excluded Person), or (B) a merger, consolidation or reorganization of the Company with or involving any other corporation, other than (1) a merger, consolidation or reorganization that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), at least fifty percent (50%) of the combined voting power of the voting securities of the Company (or such other surviving entity) outstanding immediately after such merger, consolidation or reorganization, or (2) a merger, consolidation or reorganization that would result in at least fifty percent (50%) of the combined voting power of the voting securities of the Company (or such other surviving entity) outstanding immediately after such merger, consolidation or reorganization being held by an Excluded Person.

An Excluded Person means: (i) the Company or any of its affiliates, (ii) a trustee or other fiduciary holding securities under any employee benefit plan of the Company or any of its affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock in the Company.

Notwithstanding the foregoing, the initial offering of the Company's Shares to the public pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended from time to time, shall not be considered an Acquisition Event.

Lock-Up Agreement

You agree, in connection with the Company's initial underwritten public offering of the Company's securities, (1) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock of the Company held by you (other than those shares included in the registration) without the prior written consent of the Company or the underwriters managing such initial underwritten public offering of the Company's securities for one hundred eighty (180) days from the effective date of such registration, and (2) you further agree to execute any agreement reflecting (1) above as may be requested by the underwriters at the time of the public offering; provided however that the officers and directors of the Company who own the stock of the Company also agree to such restrictions.

Amendment

This Option may be amended only by written consent signed by you and the Company, except to the extent the amendment is not materially adverse to you or the Company deems it necessary to comply with any applicable law or listing requirement of any principal securities exchange or market on which the Company's common stock is then traded, or to preserve favorable accounting or tax treatment of this Option for the Company.

Type of Stock Option

This Option is not an incentive stock option under section 422 of the Internal Revenue Code and will be interpreted accordingly.

Applicable Law

This Agreement will be interpreted and enforced under the laws of the State of California.

Other Agreements

This Agreement (comprised of the cover sheet and this attachment) and the Advisory Agreement constitute the entire understanding between you and the Company regarding this Option. Any prior agreements, commitments or negotiations concerning this Option are superseded.