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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

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**FORM S-8**  
**REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**

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**ProSomnus, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**88-2978216**

(I.R.S. Employer  
Identification Number)

**5675 Gibraltar Avenue  
Pleasanton, CA 94588**

(Address of Principal Executive Offices) (Zip Code)

**ProSomnus, Inc. 2022 Equity Incentive Plan**

(Full title of the plan)

**Len Liptak  
Chief Executive Officer  
5675 Gibraltar Avenue  
Pleasanton, CA 94588**

(Name and address of agent for service)

**(844) 537-5337**

Telephone number, including area code, of agent for service

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Copies to:

**Andrew Tucker  
E. Peter Strand  
Nelson Mullins Riley & Scarborough LLP  
101 Constitution Avenue NW, Suite 900  
Washington, DC 20001  
Telephone: (202) 689-2800**

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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 ☐  
Non-accelerated filer ☒

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 Securities Act. ☐

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## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### Item 3. Incorporation of Documents by Reference.

The following documents filed ProSomnus, Inc. (the “Registrant”) with the U.S. Securities and Exchange Commission (“SEC”) are hereby incorporated by reference into this registration statement (in each case excluding any information furnished and not filed according to applicable rules, such as information furnished pursuant to Item 2.02 or Item 7.01 on any Current Report on Form 8-K):

- the Company’s Current Reports on [Form 8-K filed with the SEC on December 13, 2022](#); and
- the description of the Registrant’s Common Stock set forth in the Registrant’s registration statement on [Form 8-A filed with the SEC on December 6, 2022](#), and any amendment or report filed with the SEC for the purposes of updating such description.

All documents subsequently filed with the SEC by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1933, prior to the filing of a post-effective amendment to this registration statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement (in each case excluding any information furnished and not filed according to applicable rules, such as information furnished pursuant to Item 2.02 or Item 7.01 on any Current Report on Form 8-K) and to be part hereof from the date of filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this registration statement shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained in this registration statement, or in any other subsequently filed document that also is or is deemed to be incorporated by reference in this registration statement, modifies or supersedes such prior statement. Any statement contained in this registration statement shall be deemed to be modified or superseded to the extent that a statement contained in a subsequently filed document that is or is deemed to be incorporated by reference in this registration statement modifies or supersedes such prior 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.

Not applicable.

#### Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law (the “DGCL”) provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee or agent of the registrant. The DGCL provides that Section 145 is not exclusive of other rights to which those seeking indemnification may be entitled under any bylaws, agreement, vote of stockholders or disinterested directors or otherwise. The registrant’s certificate of incorporation and bylaws provide for indemnification by the registrant of its directors and officers to the fullest extent permitted by the DGCL.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director’s duty of loyalty to the corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) for unlawful payments of dividends or unlawful stock repurchases, redemptions or other distributions or (4) for any transaction from which the director derived an improper personal benefit. The registrant’s certificate of incorporation provides for such limitation of liability to the fullest extent permitted by the DGCL.

The registrant has entered into indemnification agreements with each of its directors and executive officers to provide contractual indemnification in addition to the indemnification provided in its certificate of incorporation. Each indemnification agreement provides for indemnification and advancements by the registrant of certain expenses and costs relating to claims, suits or proceedings arising from his or her service to the registrant or, at the registrant's request, service to other entities, as officers or directors to the maximum extent permitted by applicable law. The registrant believes that these provisions and agreements are necessary to attract qualified directors.

The registrant also maintains standard policies of insurance under which coverage is provided (1) to its directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act, while acting in their capacity as directors and officers of the registrant, and (2) to the registrant with respect to payments which may be made by the registrant to such officers and directors pursuant to any indemnification provision contained in the registrant's certificate of incorporation and bylaws or otherwise as a matter of law.

The foregoing summaries are necessarily subject to the complete text of the statute, the registrant's certificate of incorporation and bylaws, as amended to date, and the arrangements referred to above and are qualified in their entirety by reference thereto.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

The exhibits required to be filed as part of this registration statement are listed in the Exhibit Index set forth below immediately preceding the signature page to this registration statement.

**Item 9. Undertakings.**

(a) 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. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective 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 (a)(1)(i) and (a)(1)(ii) above 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 Securities Exchange Act of 1934 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.

(b) 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 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) 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.

(c) 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 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.

## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
<a href="#"><u>4.1</u></a>	<a href="#"><u>Amended and Restated Certificate of Incorporation of ProSomnus, Inc. (previously filed as Exhibit 3.1 of Form 8-K filed by ProSomnus with the SEC on December 13, 2022).</u></a>
<a href="#"><u>4.2</u></a>	<a href="#"><u>Amended and Restated Bylaws of ProSomnus, Inc. (previously filed as Exhibit 3.2 of Form 8-K filed by ProSomnus with the SEC on December 13, 2022).</u></a>
<a href="#"><u>4.3</u></a>	<a href="#"><u>2022 Equity Incentive Plan (previously filed as Exhibit 10.2 of Form 8-K filed by ProSomnus with the SEC on December 13, 2022).#</u></a>
<a href="#"><u>4.4</u></a>	<a href="#"><u>Form of ProSomnus, Inc. Restricted Stock Unit Award.*#</u></a>
<a href="#"><u>4.5</u></a>	<a href="#"><u>Form of ProSomnus, Inc. Restricted Stock Award Agreement.*#</u></a>
<a href="#"><u>4.6</u></a>	<a href="#"><u>Form of ProSomnus, Inc. Stock Option Award Agreement.*#</u></a>
<a href="#"><u>4.7</u></a>	<a href="#"><u>Form of ProSomnus, Inc. Stock Option Award Agreement (Non-Executive Directors).*#</u></a>
<a href="#"><u>5.1</u></a>	<a href="#"><u>Opinion of Nelson Mullins Riley &amp; Scarborough LLP.*</u></a>
<a href="#"><u>23.1</u></a>	<a href="#"><u>Consent of Nelson Mullins Riley &amp; Scarborough LLP (included in Exhibit 5.1).*</u></a>
<a href="#"><u>23.2</u></a>	<a href="#"><u>Consent of UHY LLP.*</u></a>
<a href="#"><u>23.3</u></a>	<a href="#"><u>Consent of SingerLewak LLP.*</u></a>
<a href="#"><u>24.1</u></a>	<a href="#"><u>Power of Attorney (included on the signature page hereto).*</u></a>
<a href="#"><u>107*</u></a>	<a href="#"><u>Filing Fee Calculation Table</u></a>

\*Filed herewith

# Denotes compensatory plan or arrangement

## SIGNATURES

The Registrant: 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 Pleasanton, State of California, on March 3, 2023.

### PROSOMNUS, INC.

By: /s/ Len Liptak

Name: Len Liptak

Title: Chief Executive Officer

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Len Liptak and Laing Ridders, and each of them acting alone, with full power of substitution, such person's true and lawful attorney-in-fact and agent for such person, with full power and authority to do any and all acts and things and to execute any and all instruments which said attorney and agent determines may be necessary or advisable or required to comply with the Securities Act of 1933 and any rules or regulations or requirements of the SEC in connection with this registration statement. Without limiting the generality of the foregoing power and authority, the powers granted include the power and authority to sign the names of the undersigned officers and directors in the capacities indicated below to this registration statement, to any and all amendments, both pre-effective and post-effective, and supplements to this registration statement, and to any and all instruments or documents filed as part of or in conjunction with this registration statement or amendments or supplements thereof, and each of the undersigned hereby ratifies and confirms that said attorney and agent shall do or cause to be done by virtue hereof. This Power of Attorney may be signed in several counterparts.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities on March 3, 2023:

Signature	Title
/s/ Len Liptak Len Liptak	Chief Executive Officer and Director (Principal Executive Officer)
/s/ Brian Dow Brian Dow	Chief Financial Officer (Principal Financial and Accounting Officer)
/s/ Laing Ridders Laing Ridders	Executive Chair
/s/ Leonard Hedge Leonard Hedge	Director
/s/ William Johnson William Johnson	Director
/s/ Jason Orchard Jason Orchard	Director
/s/ Steven Pacelli Steven Pacelli	Director
/s/ Heather Rider Heather Rider	Director

Notice of Restricted Stock Unit Award  
and  
Terms and Conditions of Restricted Stock Unit Award

Participant	Award
Address:	Number:
	ID:
	Plan:
	2022 Equity Incentive Plan

Effective [ ] (the “Award Date”), you (the “Participant”) have been granted an award (the “Award”) with respect to an aggregate of [ ] stock units (the “Restricted Stock Units”).<sup>1</sup>

The Award will vest and become nonforfeitable with respect to [twenty-five percent (25%) of the total number of Restricted Stock Units on each of the first, second, third and fourth anniversaries<sup>1,2</sup>] of the Award Date.

By your signature and the Corporation’s signature below, you and the Corporation agree that the Award is granted under and governed by the terms and conditions of the Corporation's 2022 Equity Incentive Plan (the “Plan”) and the Terms and Conditions of Restricted Stock Unit Award (the “Terms”), which are attached and incorporated herein by this reference. This Notice of Restricted Stock Unit Award, together with the Terms, will be referred to as your Restricted Stock Unit Award Agreement. The Award has been granted to you in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to you. Capitalized terms are defined in the Plan if not defined herein or in the Terms. You acknowledge receipt of a copy of the Terms and the Plan.

PROSOMNUS, INC., a Delaware corporation	PARTICIPANT
By:	
Print	Signature
Name:	
Its:	
	Print Name

<sup>1</sup> Subject to adjustment under Section 8 of the Terms and Section 24 of the Plan.  
<sup>2</sup> Subject to termination under Section 7 of the Terms and Section 24 of the Plan.

**PROSOMNUS, INC.**  
**2022 EQUITY INCENTIVE PLAN**  
**TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD**

**1. General.** These Terms and Conditions of Restricted Stock Unit Award (these “**Terms**”) apply to a particular restricted stock unit grant (the “**Award**”) if incorporated by reference in the Notice of Restricted Stock Unit Award (the “**Grant Notice**”) corresponding to that particular grant. The recipient of the Award identified in the Grant Notice is referred to as the “**Participant**.” The effective date of grant of the Award as set forth in the Grant Notice is referred to as the “**Award Date**.” The number of Shares covered by the Award is subject to adjustment under Section 24 of the Plan.

The Award was granted under and subject to the ProSomnus, Inc. 2022 Equity Incentive Plan (the “**Plan**”). Capitalized terms are defined in the Plan if not defined herein. The Award has been granted to the Participant in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to the Participant. The Grant Notice and these Terms are collectively referred to as the “**Restricted Stock Unit Award Agreement**” or the “**Agreement**” applicable to the Award.

**2. Restricted Stock Units.** Subject to the terms of this Agreement, the Corporation hereby grants to the Participant an Award as set forth in the Grant Notice (subject to adjustment as provided in Section 24 of the Plan) (the “**Restricted Stock Units**”). As used herein, the term “stock unit” shall mean a non-voting unit of measurement which is deemed for bookkeeping purposes to be equivalent to one outstanding Share of the Corporation’s Class A Common Stock (subject to adjustment as provided in Section 24 of the Plan) solely for purposes of the Plan and this Agreement. The Restricted Stock Units shall be used solely as a device for the determination of the payment to eventually be made to the Participant if such Restricted Stock Units vest pursuant to the terms of the Grant Notice. The Restricted Stock Units shall not be treated as property or as a trust fund of any kind.

**3. Continuance of Employment/Service.** The vesting schedule requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Award and the rights and benefits under this Agreement. Employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Participant to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment or services as provided in Section 7 below or under the Plan.

Nothing contained in this Agreement or the Plan constitutes an employment or service commitment by the Corporation, affects the Participant’s status as an employee at will who is subject to termination without cause, confers upon the Participant any right to remain employed by or in service to the Corporation or any Affiliate, interferes in any way with the right of the Corporation or any Affiliate at any time to terminate such employment or services, or affects the right of the Corporation or any Affiliate to increase or decrease the Participant’s other compensation or benefits. Nothing in this Agreement, however, is intended to adversely affect any independent contractual right of the Participant without his or her consent thereto.

**4. Dividend and Voting Rights.**

(a) **Limitations on Rights Associated with Units.** The Participant shall have no rights as a stockholder of the Corporation, no dividend rights (except as expressly provided in Section 4(b) with respect to Distribution Equivalent Rights) and no voting rights, with respect to the Restricted Stock Units and any Shares underlying or issuable in respect of such Restricted Stock Units until such Shares are actually issued to and held of record by the Participant. No adjustments will be made for dividends or other rights of a holder for which the record date is prior to the date of issuance of such Shares.

(b) As of any date that the Corporation pays an ordinary cash dividend on its Shares, the Corporation shall credit the Participant with an additional number of Restricted Stock Units equal to (i) the per Share cash dividend paid by the Corporation on its Shares on such date, multiplied by (ii) the total number of Restricted Stock Units (including any dividend equivalents previously credited hereunder) (with such total number adjusted pursuant to Section 24 of the Plan) subject to the Award as of the related dividend payment record date, divided by (iii) the fair market value of a Share on the date of payment of such dividend. Any Restricted Stock Units credited pursuant to the foregoing provisions of this Section 4(b) shall be subject to the same vesting, payment and other terms, conditions and restrictions as the original Restricted Stock Units to which they relate. No crediting of Restricted Stock Units shall be made pursuant to this Section 4(b) with respect to any Restricted Stock Units which, as of such record date, have either been paid pursuant to Section 6 or terminated pursuant to Section 7.

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**5. Restrictions on Transfer.** Neither the Award, nor any interest therein or amount or Shares payable in respect thereof may be sold, assigned, transferred, pledged or otherwise disposed of, alienated or encumbered, either voluntarily or involuntarily. The transfer restrictions in the preceding sentence shall not apply to (a) transfers to the Corporation, or (b) transfers by will or the laws of descent and distribution.

**6. Timing and Manner of Payment of Restricted Stock Units.** On or as soon as administratively practical following each vesting of the applicable portion of the total Award pursuant to the terms of the Grant Notice or Section 24 of the Plan (and in all events not later than two and one-half months after the applicable vesting date), the Corporation shall deliver to the Participant a number of Shares (either by delivering one or more certificates for such Shares or by entering such Shares in book entry form, as determined by the Corporation in its discretion) equal to the number of Restricted Stock Units subject to this Award that vest on the applicable vesting date, unless such Restricted Stock Units terminate prior to the given vesting date pursuant to Section 7. The Corporation's obligation to deliver Shares or otherwise make payment with respect to vested Restricted Stock Units is subject to the condition precedent that the Participant or other person entitled under the Plan to receive any Shares with respect to the vested Restricted Stock Units deliver to the Corporation any representations or other documents or assurances as the Committee deems necessary or desirable to assure compliance with all applicable legal and accounting requirements. The Participant shall have no further rights with respect to any Restricted Stock Units that are paid or that terminate pursuant to Section 7.

**7. Effect of Termination of Employment or Service.** The Participant's Restricted Stock Units shall terminate to the extent such units have not become vested prior to the first date the Participant is no longer employed by or in service to the Corporation or one of its Affiliates, regardless of the reason for the termination of the Participant's employment or service with the Corporation or an Affiliate, whether with or without cause, voluntarily or involuntarily. If any unvested Restricted Stock Units are terminated hereunder, such Restricted Stock Units shall automatically terminate and be cancelled as of the applicable termination date without payment of any consideration by the Corporation and without any other action by the Participant, or the Participant's beneficiary or personal representative, as the case may be.

**8. Adjustments Upon Specified Events.** Upon the occurrence of certain events relating to the Corporation's stock contemplated by Section 24 of the Plan (including, without limitation, an extraordinary cash dividend on such stock), the Committee shall make adjustments in accordance with such section in the number of Restricted Stock Units then outstanding and the number and kind of securities that may be issued in respect of the Award. No such adjustment shall be made with respect to any ordinary cash dividend for which dividend equivalents are credited pursuant to Section 4(b).

**9. Tax Withholding.** The Corporation or any Affiliate shall be entitled to require a cash payment by or on behalf of the Participant (including, without limitation, subject to such procedures as the Committee may adopt, pursuant to a broker-assisted "cashless" arrangement with a third party who facilitates the sale of Shares deliverable upon any payment of Restricted Stock Units) and/or to deduct from other compensation payable to the Participant any sums required by federal, state or local tax law to be withheld with respect to the grant, vesting or payment of the Restricted Stock Units in whole or in part. The Corporation may, in its discretion, agree that it will, upon any payment of Shares in respect of the Restricted Stock Units, automatically reduce the number of Shares to be delivered by (or otherwise reacquire) the appropriate number of whole Shares, valued at their then fair market value, to satisfy any withholding obligations of the Corporation or any Affiliate with respect to such distribution of Shares at the applicable withholding rates.<sup>3</sup>

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<sup>3</sup> For Section 16 officers, Section 9 to read as follows: "Unless (1) otherwise determined by the Committee at any time after the Award Date or (2) the Participant has previously notified the Chief Financial Officer of the Corporation (or his designee) that he or she will pay the amount of any applicable federal, state or local tax law withholding taxes directly to the Corporation in cash, upon any payment of Shares in respect of the Restricted Stock Units, the Corporation shall automatically reduce the number of Shares to be delivered by (or otherwise reacquire) the appropriate number of whole Shares, valued at their then fair market value, to satisfy any withholding obligations of the Corporation or any Affiliate with respect to such distribution of Shares at the applicable withholding rates. In the event that the Committee determines not to satisfy, or the Corporation cannot legally satisfy, such withholding obligations by such reduction of Shares, or in the event of a cash payment or any other withholding event in respect of the Restricted Stock Units, the Corporation or any Affiliate shall be entitled to require a cash payment by or on behalf of the Participant and/or to deduct from other compensation payable to the Participant any sums required by federal, state or local tax law to be withheld with respect to such distribution or payment."

**10. Notices.** Any notice to be given under the terms of this Agreement shall be in writing and addressed to the Corporation at its principal office to the attention of the Secretary, and to the Participant at the Participant's last address reflected on the Corporation's records, or at such other address as either party may hereafter designate in writing to the other. Any such notice shall be given only when received, but if the Participant is no longer an employee of or in service to the Corporation, shall be deemed to have been duly given by the Corporation when enclosed in a properly sealed envelope addressed as aforesaid, registered or certified, and deposited (postage and registry or certification fee prepaid) in a post office or branch post office regularly maintained by the United States Government.

**11. Plan.** The Award and all rights of the Participant under this Agreement are subject to the terms and conditions of the provisions of the Plan, incorporated herein by reference. The Participant agrees to be bound by the terms of the Plan and this Agreement. The Participant acknowledges having read and understanding the Plan, the Prospectus for the Plan, and this Agreement. Unless otherwise expressly provided in other sections of this Agreement, provisions of the Plan that confer discretionary authority on the Board or the Committee do not (and shall not be deemed to) create any rights in the Participant unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Board or the Committee so conferred by appropriate action of the Board or the Committee under the Plan after the date hereof.

**12. Entire Agreement.** This Agreement and the Plan together constitute the entire agreement and supersede all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. The Plan and this Agreement may be amended pursuant to Section 29 of the Plan. Such amendment must be in writing and signed by the Corporation. The Corporation may, however, unilaterally waive any provision hereof in writing to the extent such waiver does not adversely affect the interests of the Participant hereunder, but no such waiver shall operate as or be construed to be a subsequent waiver of the same provision or a waiver of any other provision hereof.

**13. Limitation on Participant's Rights.** Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Corporation as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. The Participant shall have only the rights of a general unsecured creditor of the Corporation with respect to amounts credited and benefits payable, if any, with respect to the Restricted Stock Units, and rights no greater than the right to receive the Common Stock as a general unsecured creditor with respect to Restricted Stock Units, as and when payable hereunder.

**14. Counterparts; Electronic Signature.** This Agreement may be signed and/or transmitted in one or more counterparts by facsimile, e-mail of a .PDF, .TIF, .GIF, .JPG or similar attachment or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart, and that any such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand-written signature. To the extent a party signs this Agreement using electronic signature technology, by clicking "sign," "accept," or similar acknowledgement of acceptance, such party is signing this Agreement electronically, and electronic signatures appearing on this Agreement (or entered as to this Agreement using electronic signature technology) shall be treated, for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

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**15. Section Headings.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

**16. Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflict of law principles thereunder.

**17. Construction.** It is intended that the terms of the Award will not result in the imposition of any tax liability pursuant to Section 409A of the Code. This Agreement shall be construed and interpreted consistent with that intent.

**18. Clawback Policy.** The Restricted Stock Units are subject to the terms of the Corporation's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require repayment or forfeiture of the Restricted Stock Units or any Shares or other cash or property received with respect to the Restricted Stock Units (including any value received from a disposition of the Shares acquired upon payment of the Restricted Stock Units).

**19. No Advice Regarding Award.** The Participant is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Participant may determine is needed or appropriate with respect to the Restricted Stock Units (including, without limitation, to determine the foreign, state, local, estate and/or gift tax consequences with respect to the Award). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Restricted Stock Unit Award Agreement) or recommendation with respect to the Award. Except for the withholding rights set forth in Section 9 above, the Participant is solely responsible for any and all tax liability that may arise with respect to the Award.

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**Notice of Restricted Stock Award  
and  
Terms and Conditions of Restricted Stock Award**

<b>Participant:</b>	<b>Award Number:</b>	
<b>Address:</b>	<b>ID:</b>	
	<b>Plan:</b>	2022 Equity Incentive Plan

Effective [ ] (the “**Award Date**”), you (the “**Participant**”) have been granted a restricted stock award (the “**Award**”) with respect to an aggregate of [ ] restricted Shares of the Corporation (the “**Restricted Stock**”).<sup>1</sup>

The Award will vest and become nonforfeitable with respect to [twenty-five percent (25%) of the total number of Shares of Restricted Stock on each of the first, second, third and fourth anniversaries<sup>1,2</sup>] of the Award Date.

By your signature and the Corporation’s signature below, you and the Corporation agree that the Award is granted under and governed by the terms and conditions of the Corporation’s 2022 Equity Incentive Plan (the “**Plan**”) and the Terms and Conditions of Restricted Stock Award (the “**Terms**”), which are attached and incorporated herein by this reference. This Notice of Restricted Stock Award, together with the Terms, will be referred to as your Restricted Stock Award Agreement. The Award has been granted to you in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to you. Capitalized terms are defined in the Plan if not defined herein or in the Terms. You acknowledge receipt of a copy of the Terms and the Plan.

**IN WITNESS WHEREOF**, the Corporation has caused this Award to be executed on its behalf by a duly authorized officer and the Participant has hereunto set his or her hand as of the date and year first above written.

**PROSOMNUS, INC.,  
a Delaware corporation**

**PARTICIPANT**

By: _____	_____
Print Name: _____	Signature
Its: _____	_____
	Print Name
Date: _____, 2021	Date: _____, 2021

<sup>1</sup> Subject to adjustment under Section 7 of the Terms and Section 24 of the Plan.

<sup>2</sup> Subject to termination under Section 6 of the Terms and Section 24 of the Plan.

**PROSOMNUS, INC.**  
**2022 EQUITY INCENTIVE PLAN**  
**TERMS AND CONDITIONS OF RESTRICTED STOCK AWARD**

**1. General.** These Terms and Conditions of Restricted Stock Award (these “**Terms**”) apply to a particular restricted stock grant (the “**Award**”) if incorporated by reference in the Notice of Restricted Stock Award (the “**Grant Notice**”) corresponding to that particular grant. The recipient of the Award identified in the Grant Notice is referred to as the “**Participant**.” The effective date of grant of the Award as set forth in the Grant Notice is referred to as the “**Award Date**.” The number of Shares covered by the Award is subject to adjustment under Section 24 of the Plan.

The Award was granted under and subject to the ProSomnus, Inc. 2022 Equity Incentive Plan (the “**Plan**”). Capitalized terms are defined in the Plan if not defined herein. The Award has been granted to the Participant in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to the Participant. The Grant Notice and these Terms are collectively referred to as the “**Restricted Stock Award Agreement**” or “**Award Agreement**” applicable to the Award.

**2. Continuance of Employment.** The vesting schedule requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Award and the rights and benefits under this Award Agreement. Employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Participant to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment or services as provided in Section 6 below or under the Plan.

Nothing contained in this Award Agreement or the Plan constitutes an employment or service commitment by the Corporation, affects the Participant’s status as an employee at will who is subject to termination without cause, confers upon the Participant any right to remain employed by or in service to the Corporation or any of its Affiliates, interferes in any way with the right of the Corporation or any of its Affiliates at any time to terminate such employment or services, or affects the right of the Corporation or any of its Affiliates to increase or decrease the Participant’s other compensation or benefits. Nothing in this Award Agreement, however, is intended to adversely affect any independent contractual right of the Participant without his or her consent thereto.

**3. Dividend and Voting Rights.** After the Award Date, the Participant shall be entitled to cash dividends and voting rights with respect to the Shares of Restricted Stock subject to the Award even though such Shares are not vested, provided that such rights shall terminate immediately as to any Shares of Restricted Stock that are forfeited pursuant to Section 6 below. Any dividends payable on unvested Shares of Restricted Stock shall be held in escrow by the Corporation and will be paid to the Participant within sixty (60) days after the date (if any) that such Shares vest, with such dividends forfeited if the underlying Shares do not vest.

**4. Restrictions on Transfer.** Prior to the time that they have become vested pursuant to the terms of the Grant Notice or the Plan, neither the Restricted Stock, nor any interest therein, amount payable in respect thereof, or Restricted Property (as defined in Section 7 hereof) may be sold, assigned, transferred, pledged or otherwise disposed of, alienated or encumbered, either voluntarily or involuntarily. The transfer restrictions in the preceding sentence shall not apply to (a) transfers to the Corporation, or (b) transfers by will or the laws of descent and distribution.

**5. Stock Certificates.**

(a) **Book Entry Form.** The Corporation shall issue the Shares of Restricted Stock subject to the Award either: (a) in certificate form as provided in Section 5(b) below; or (b) in book entry form, registered in the name of the Participant with notations regarding the applicable restrictions on transfer imposed under this Award Agreement.

(b) **Certificates to be Held by Corporation; Legend.** Any certificates representing Shares of Restricted Stock that may be delivered to the Participant by the Corporation prior to vesting shall be redelivered to the Corporation to be held by the Corporation until the restrictions on such Shares shall have lapsed and the Shares shall thereby have become vested or the Shares represented thereby have been forfeited hereunder. Such certificates shall bear the following legend and any other legends the Corporation may determine to be necessary or advisable to comply with all applicable laws, rules, and regulations:

*“The ownership of this certificate and the Shares of stock evidenced hereby and any interest therein are subject to substantial restrictions on transfer under an Agreement entered into between the registered owner and ProSomnus, Inc. A copy of such Agreement is on file in the office of the Secretary of ProSomnus, Inc.”*

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(c) Delivery of Certificates Upon Vesting. Promptly after the vesting of any Shares of Restricted Stock pursuant to the terms of the Grant Notice or Section 24 of the Plan and the satisfaction of any and all related tax withholding obligations pursuant to Section 8, the Corporation shall, as applicable, either remove the notations on any Shares of Restricted Stock issued in book entry form which have vested or deliver to the Participant a certificate or certificates evidencing the number of Shares of Restricted Stock which have vested (or, in either case, such lesser number of Shares as may result after giving effect to Section 8). The Participant (or the beneficiary or personal representative of the Participant in the event of the Participant's death or disability, as the case may be) shall deliver to the Corporation any representations or other documents or assurances as the Corporation or its counsel may determine to be necessary or advisable in order to ensure compliance with all applicable laws, rules, and regulations with respect to the grant of the Award and the delivery of Shares in respect thereof. The Shares so delivered shall no longer be restricted Shares hereunder.

(d) Stock Power; Power of Attorney. Concurrently with the execution and delivery of this Award Agreement, the Participant shall deliver to the Corporation an executed stock power in the form attached hereto as Exhibit A, in blank, with respect to such Shares. The Corporation shall not deliver any Share certificates in accordance with this Award Agreement unless and until the Corporation shall have received such stock power executed by the Participant. The Participant, by acceptance of the Award, shall be deemed to appoint, and does so appoint by execution of this Award Agreement, the Corporation and each of its authorized representatives as the Participant's attorney(s)-in-fact to effect any transfer of unvested forfeited Shares (or Shares otherwise reacquired by the Corporation hereunder) to the Corporation as may be required pursuant to the Plan or this Award Agreement and to execute such documents as the Corporation or such representatives deem necessary or advisable in connection with any such transfer.

**6. Effect of Termination of Employment or Services.** If the Participant ceases to be employed by or ceases to provide services to the Corporation or an Affiliate (the date of such termination of employment or service is referred to as the Participant's "**Severance Date**"), the Participant's Shares of Restricted Stock (and related Restricted Property as defined in Section 7 hereof) shall be forfeited to the Corporation to the extent such Shares have not become vested pursuant to the terms of the Grant Notice or Section 24 of the Plan upon the Severance Date (regardless of the reason for such termination of employment or service, whether with or without cause, voluntarily or involuntarily, or due to death or disability). Upon the occurrence of any forfeiture of Shares of Restricted Stock hereunder, such unvested, forfeited Shares and related Restricted Property shall be automatically transferred to the Corporation as of the Severance Date, without any other action by the Participant (or the Participant's beneficiary or personal representative in the event of the Participant's death or disability, as applicable). No consideration shall be paid by the Corporation with respect to such transfer. The Corporation may exercise its powers under Section 5(d) hereof and take any other action necessary or advisable to evidence such transfer. The Participant (or the Participant's beneficiary or personal representative in the event of the Participant's death or disability, as applicable) shall deliver any additional documents of transfer that the Corporation may request to confirm the transfer of such unvested, forfeited Shares and related Restricted Property to the Corporation.

**7. Adjustments Upon Specified Events.** Upon the occurrence of certain events relating to the Corporation's stock contemplated by Section 24 of the Plan, the Committee shall make adjustments in accordance with such section in the number and kind of securities that may become vested under the Award. If any adjustment shall be made under Section 24 of the Plan shall occur and the Shares of Restricted Stock are not fully vested upon such event or prior thereto, the restrictions applicable to such Shares of Restricted Stock shall continue in effect with respect to any consideration, property or other securities (the "**Restricted Property**" and, for the purposes of this Award Agreement, "Restricted Stock" shall include "Restricted Property", unless the context otherwise requires) received in respect of such Restricted Stock. Such Restricted Property shall vest at such times and in such proportion as the Shares of Restricted Stock to which the Restricted Property is attributable vest, or would have vested pursuant to the terms hereof if such Shares of Restricted Stock had remained outstanding.

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**8. Tax Withholding.** The Corporation or any Affiliate shall be entitled to require a cash payment by or on behalf of the Participant (including, without limitation, subject to such procedures as the Committee may adopt, pursuant to a broker-assisted “cashless” arrangement with a third party who facilitates the sale of Shares deliverable upon any payment of Restricted Stock) and/or to deduct from other compensation payable to the Participant any sums required by federal, state or local tax law to be withheld with respect to the grant, vesting or payment of the Restricted Stock in whole or in part. The Corporation may, in its discretion, agree that it will, upon any payment of Shares in respect of the Restricted Stock, automatically reduce the number of Shares to be delivered by (or otherwise reacquire) the appropriate number of whole Shares, valued at their then fair market value, to satisfy any withholding obligations of the Corporation or any Affiliate with respect to such distribution of Shares at the applicable withholding rates.<sup>3</sup>

**9. Notices.** Any notice to be given under the terms of this Award Agreement shall be in writing and addressed to the Corporation at its principal office to the attention of the Secretary, and to the Participant at the Participant’s last address reflected on the Corporation’s records, or at such other address as either party may hereafter designate in writing to the other. Any such notice shall be given only when received, but if the Participant is no longer an employee of or in service to the Corporation, shall be deemed to have been duly given by the Corporation when enclosed in a properly sealed envelope addressed as aforesaid, registered or certified, and deposited (postage and registry or certification fee prepaid) in a post office or branch post office regularly maintained by the United States Government.

**10. Plan.** The Award and all rights of the Participant under this Award Agreement are subject to the terms and conditions of the provisions of the Plan, incorporated herein by reference. The Participant agrees to be bound by the terms of the Plan and this Award Agreement. The Participant acknowledges having read and understanding the Plan, the Prospectus for the Plan, and this Award Agreement. Unless otherwise expressly provided in other sections of this Award Agreement, provisions of the Plan that confer discretionary authority on the Board or the Committee do not (and shall not be deemed to) create any rights in the Participant unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Board or the Committee so conferred by appropriate action of the Board or the Committee under the Plan after the date hereof.

**11. Entire Agreement.** This Award Agreement and the Plan together constitute the entire agreement and supersede all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. The Plan and this Award Agreement may be amended pursuant to Section 29 of the Plan. Such amendment must be in writing and signed by the Corporation. The Corporation may, however, unilaterally waive any provision hereof in writing to the extent such waiver does not adversely affect the interests of the Participant hereunder, but no such waiver shall operate as or be construed to be a subsequent waiver of the same provision or a waiver of any other provision hereof.

**12. Counterparts; Electronic Signature.** This Award Agreement may be signed and/or transmitted in one or more counterparts by facsimile, e-mail of a .PDF, .TIF, .GIF, .JPG or similar attachment or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart, and that any such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party’s hand-written signature. To the extent a party signs this Award Agreement using electronic signature technology, by clicking “sign,” “accept,” or similar acknowledgement of acceptance, such party is signing this Award Agreement electronically, and electronic signatures appearing on this Award Agreement (or entered as to this Award Agreement using electronic signature technology) shall be treated, for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

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<sup>3</sup> For Section 16 officers, Section 8 to read as follows: “Unless (1) otherwise determined by the Committee at any time after the Grant Date or (2) the Participant has previously notified the Chief Financial Officer of the Corporation (or his designee) that he or she will pay the amount of any applicable federal, state or local tax withholding taxes directly to the Corporation in cash, upon any payment of Shares in respect of the Restricted Stock, the Corporation shall automatically reduce the number of Shares to be delivered by (or otherwise reacquire) the appropriate number of whole Shares, valued at their then fair market value, to satisfy any withholding obligations of the Corporation or any Affiliate with respect to such distribution of Shares at the applicable withholding rates. In the event that the Committee determines not to satisfy, or the Corporation cannot legally satisfy, such withholding obligations by such reduction of Shares, or in the event of a cash payment or any other withholding event in respect of the Restricted Stock, the Corporation or any Affiliate shall be entitled to require a cash payment by or on behalf of the Participant and/or to deduct from other compensation payable to the Participant any sums required by federal, state or local tax law to be withheld with respect to such distribution or payment.

**13. Section Headings.** The section headings of this Award Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

**14. Governing Law.** This Award Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflict of law principles thereunder.

**15. Clawback Policy.** The Restricted Stock is subject to the terms of the Corporation's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require repayment or forfeiture of the Restricted Stock or other cash or property received with respect to the Restricted Stock (including any value received from a disposition of the Restricted Stock).

**16. No Advice Regarding Award.** The Participant is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Participant may determine is needed or appropriate with respect to the Restricted Stock (including, without limitation, to determine the foreign, state, local, estate and/or gift tax consequences with respect to the Award, the advantages and disadvantages of making an election under Section 83(b) of the Code with respect to the Award, and the process and requirements for such an election). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Award Agreement) or recommendation with respect to the Award or the making an election under Section 83(b) of the Code with respect to the Award. In the event the Participant desires to make an election under Section 83(b) of the Code with respect to the Award, it is the Participant's sole responsibility to do so timely. Except for the withholding rights set forth in Section 8 above, the Participant is solely responsible for any and all tax liability that may arise with respect to the Award.

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### CONSENT OF SPOUSE

In consideration of the execution of the foregoing Restricted Stock Award Agreement by ProSomnus, Inc., I, \_\_\_\_\_, the spouse of the Participant therein named, do hereby join with my spouse in executing the foregoing Restricted Stock Award Agreement and do hereby agree to be bound by all of the terms and provisions thereof and of the Plan.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Print Name

\_\_\_\_\_

**STOCK POWER**

FOR VALUE RECEIVED and pursuant to that certain Restricted Stock Award Agreement between ProSomnus, Inc., a Delaware corporation (the “Corporation”), and the individual named below (the “Individual”) dated as of \_\_\_\_\_, \_\_\_\_\_, the Individual, hereby sells, assigns and transfers to the Corporation, an aggregate \_\_\_\_\_ Shares of the Corporation, standing in the Individual’s name on the books of the Corporation and represented by stock certificate number(s) \_\_\_\_\_ to which this instrument is attached, and hereby irrevocably constitutes and appoints \_\_\_\_\_ as his or her attorney in fact and agent to transfer such Shares on the books of the Corporation, with full power of substitution in the premises.

Dated \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

*(Instruction: Please do not fill in any blanks other than the signature line. The purpose of the assignment is to enable the Corporation to exercise its sale/purchase option set forth in the Restricted Stock Award Agreement without requiring additional signatures on the part of the Individual.)*

\_\_\_\_\_

**Notice of Grant of Stock Option  
and  
Terms and Conditions of Stock Option**

<b>Grantee:</b>	<b>Award</b>	
	<b>Number:</b>	
<b>Address:</b>	<b>ID:</b>	
	<b>Plan:</b>	2022 Equity Incentive Plan

**Type of Grant:**      ☐ Nonqualified Stock Option  
☐ Incentive Stock Option

Effective [ ] (the “**Award Date**”), you (the “**Grantee**”) have been granted [an incentive][a nonqualified] stock option (the “Option”) to buy [ ] Shares<sup>1</sup> of Common Stock of ProSomnus, Inc. (the “Corporation”) at a price of \$[ ] per Share<sup>1</sup> (the “**Exercise Price**”).

The aggregate Exercise Price of the Shares subject to the Option is \$[ ].<sup>1</sup>

[The Option will become vested as to 25% of the total number of Shares subject to the Option on each of the first and second anniversaries of the Award Date, and ratably in each quarter in the third and fourth year after the Award Date.<sup>1, 2</sup>]

The Option will expire on [ ] (the “**Expiration Date**”).<sup>1, 2</sup>

By your signature and the Corporation’s signature below, you and the Corporation agree that the Option is granted under and governed by the terms and conditions of the Corporation’s 2022 Equity Incentive Plan (the “**Plan**”) and the Terms and Conditions of Stock Option (the “**Terms**”), which are attached and incorporated herein by this reference. This Notice of Grant of Stock Option, together with the Terms, will be referred to as your Option Agreement. The Option has been granted to you in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to you. Capitalized terms are defined in the Plan if not defined herein or in the Terms. You acknowledge receipt of a copy of the Terms and the Plan.

**PROSOMNUS, INC.,  
a Delaware corporation**

**GRANTEE**

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<sup>1</sup> Subject to adjustment under Section 24 of the Plan.

<sup>2</sup> Subject to early termination under Section 5 of the Terms and Sections 14-24 of the Plan.

**2022 EQUITY INCENTIVE PLAN  
TERMS AND CONDITIONS OF STOCK OPTION**

**1. General.**

These Terms and Conditions of Stock Option (these “**Terms**”) apply to a particular stock option (the “**Option**”) if incorporated by reference in the Notice of Grant of Stock Option (the “**Grant Notice**”) corresponding to that particular grant. The recipient of the Option identified in the Grant Notice is referred to as the “**Grantee**.” The per Share exercise price of the Option as set forth in the Grant Notice is referred to as the “**Exercise Price**.” The effective date of grant of the Option as set forth in the Grant Notice is referred to as the “**Award Date**.” The exercise price and the number of Shares covered by the Option are subject to adjustment under Section 24 of the Plan.

The Option was granted under and subject to the ProSomnus Inc. 2022 Equity Incentive Plan (the “**Plan**”). Capitalized terms are defined in the Plan if not defined herein. The Option has been granted to the Grantee in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to the Grantee. The Grant Notice and these Terms are collectively referred to as the “**Option Agreement**” applicable to the Option.

**2. Vesting; Limits on Exercise; Incentive Stock Option Status.**

The Option shall vest and become exercisable in percentage installments of the aggregate number of Shares subject to the Option as set forth on the Grant Notice. The Option may be exercised only to the extent the Option is vested and exercisable.

- Cumulative Exercisability. To the extent that the Option is vested and exercisable, the Grantee has the right to exercise the Option (to the extent not previously exercised), and such right shall continue, until the expiration or earlier termination of the Option.
- No Fractional Shares. Fractional Share interests shall be disregarded, but may be cumulated.
- Minimum Exercise. No fewer than 100 Shares (subject to adjustment under Section 24 of the Plan) may be purchased at any one time, unless the number purchased is the total number at the time exercisable under the Option.
- ISO Status. The Option [is][is not] intended as an incentive stock option within the meaning of Section 422 of the Code (an “**ISO**”).
- ISO Value Limit. If the aggregate fair market value of the Shares with respect to which ISOs (whether granted under the Option or otherwise) first become exercisable by the Grantee in any calendar year exceeds \$100,000, as measured on the applicable Award Dates, the limitations of Section 6(a) of the Plan shall apply and to such extent the Option will be rendered a nonqualified stock option.

**3. Continuance of Employment/Service Required; No Employment/Service Commitment.**

The vesting schedule applicable to the Option requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Option and the rights and benefits under this Option Agreement. Employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment or services as provided in Section 5 below or under the Plan.

Nothing contained in this Option Agreement or the Plan constitutes a continued employment or service commitment by the Corporation or any of its Affiliates, affects the Grantee’s status, if he or she is an employee, as an employee at will who is subject to termination without cause, confers upon the Grantee any right to remain employed by or in service to the Corporation or any Affiliate, interferes in any way with the right of the Corporation or any Affiliate at any time to terminate such employment or service, or affects the right of the Corporation or any Affiliate to increase or decrease the Grantee’s other compensation. Nothing in this Option Agreement, however, is intended to adversely affect any independent contractual right of the Grantee without his/her consent thereto.

#### 4. **Method of Exercise of Option.**

4.1 The Option shall be exercisable by the delivery to the Secretary of the Corporation (or such other person as the Committee may require pursuant to such administrative exercise procedures as the Committee may implement from time to time) of:

- a written notice stating the number of Shares to be purchased pursuant to the Option or by the completion of such other administrative exercise procedures as the Committee may require from time to time,
- payment in full for the Exercise Price of the Shares to be purchased in cash, check or by electronic funds transfer to the Corporation;
- any written statements or agreements requested by the Corporation or one of its Affiliates to provide assurances or representations as the Committee deems necessary or desirable to assure compliance with all applicable legal and accounting requirements; and
- satisfaction of the tax withholding provisions of Section 27 of the Plan.

The Committee also may, but is not required to, authorize a non-cash payment alternative by one or more of the following methods (subject in each case to compliance with all applicable laws, rules, regulations and listing requirements and further subject to such rules as the Committee may adopt as to any such payment method):

- notice and third-party payment in such manner as may be authorized by the Committee;
- in Shares already owned by the Grantee, valued at their fair market value (as determined under the Plan) on the exercise date;
- a reduction in the number of Shares otherwise deliverable to the Grantee (valued at their fair market value on the exercise date, as determined under the Plan) pursuant to the exercise of the Option; or
- a “cashless exercise” with a third party who provides simultaneous financing for the purposes of (or who otherwise facilitates) the exercise of the Option.

If the Option is intended to be an ISO, the Option will qualify as an ISO only if it meets all of the applicable requirements of the Code. The Option may be rendered a nonqualified stock option if the Committee permits the use of one or more of the non-cash payment alternatives referenced above.

#### 5. **Early Termination of Option.**

5.1 **Expiration Date.** Subject to earlier termination as provided below in this Section 5, the Option will terminate on the “Expiration Date” set forth in the Grant Notice (the “**Expiration Date**”).

5.2 **Possible Termination of Option upon Certain Corporate Events.** The Option is subject to termination in connection with certain corporate events as provided in Sections 24(e) of the Plan.

5.3 **Termination of Option upon a Termination of Grantee’s Employment or Services.** Subject to earlier termination on the Expiration Date of the Option or pursuant to Section 5.2 above, if the Grantee ceases to be employed by or ceases to provide services to the Corporation or an Affiliate, the following rules shall apply (the last day that the Grantee is employed by or provides services to the Corporation or an Affiliate is referred to as the Grantee’s “**Severance Date**”):

- other than as expressly provided below in this Section 5.3, (a) the Grantee will have until the date that is 3 months after his or her Severance Date to exercise the Option (or portion thereof) to the extent that it was vested on the Severance Date, (b) the Option, to the extent not vested on the Severance Date, shall terminate on the Severance Date, and (c) the Option, to the extent exercisable for the 3-month period following the Severance Date and not exercised during such period, shall terminate at the close of business on the last day of the 3-month period;

- if the termination of the Grantee's employment or services is the result of the Grantee's death or Total and Permanent Disability, (a) the Grantee (or his beneficiary or personal representative, as the case may be) will have until the date that is 12 months after the Grantee's Severance Date to exercise the Option (or portion thereof) to the extent that it was vested on the Severance Date, (b) the Option, to the extent not vested on the Severance Date, shall terminate on the Severance Date, and (c) the Option, to the extent exercisable for the 12-month period following the Severance Date and not exercised during such period, shall terminate at the close of business on the last day of the 12-month period;
- if the Grantee's employment or services are terminated by the Corporation or an Affiliate for Cause, the Option (whether vested or not) shall terminate on the Severance Date.

In all events the Option is subject to earlier termination on the Expiration Date of the Option or as contemplated by Section 5.2. The Committee shall be the sole judge of whether the Grantee continues to render employment or services for purposes of this Option Agreement.

Notwithstanding any post-termination exercise period provided for herein or in the Plan, if the Option is intended to be an ISO, the Option will qualify as an ISO only if it is exercised within the applicable exercise periods for ISOs under, and meets all of the other requirements of, the Code. If the Option is not exercised within the applicable exercise periods for ISOs or does not meet such other requirements, the Option will be rendered a nonqualified stock option.

**6. Non-Transferability.**

The Option and any other rights of the Grantee under this Option Agreement or the Plan are nontransferable and exercisable only by the Grantee, except as set forth in Section 13 of the Plan.

**7. Notices.**

Any notice to be given under the terms of this Option Agreement shall be in writing and addressed to the Corporation at its principal office to the attention of the Secretary, and to the Grantee at the Grantee's last address reflected on the Corporation's records, or at such other address as either party may hereafter designate in writing to the other. Any such notice shall be given only when received, but if the Grantee is no longer an employee of or in service to the Corporation, shall be deemed to have been duly given by the Corporation when enclosed in a properly sealed envelope addressed as aforesaid, registered or certified, and deposited (postage and registry or certification fee prepaid) in a post office or branch post office regularly maintained by the United States Government.

**8. Plan.**

The Option and all rights of the Grantee under this Option Agreement are subject to the terms and conditions of the Plan, incorporated herein by this reference. The Grantee agrees to be bound by the terms of the Plan and this Option Agreement. The Grantee acknowledges having read and understanding the Plan, the Prospectus for the Plan, and this Option Agreement. Unless otherwise expressly provided in other sections of this Option Agreement, provisions of the Plan that confer discretionary authority on the Board or the Committee do not and shall not be deemed to create any rights in the Grantee unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Board or the Committee so conferred by appropriate action of the Board or the Committee under the Plan after the date hereof.

**9. Entire Agreement.**

This Option Agreement and the Plan together constitute the entire agreement and supersede all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. The Plan and this Option Agreement may be amended pursuant to Section 29 of the Plan. Such amendment must be in writing and signed by the Corporation. The Corporation may, however, unilaterally waive any provision hereof in writing to the extent such waiver does not adversely affect the interests of the Grantee hereunder, but no such waiver shall operate as or be construed to be a subsequent waiver of the same provision or a waiver of any other provision hereof.

**10. Governing Law.**

This Option Agreement (including the Notice) shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflict of law principles thereunder.

**11. Effect of this Agreement.**

Subject to the Corporation's right to terminate the Option pursuant to Section 24(e) of the Plan, this Option Agreement shall be assumed by, be binding upon and inure to the benefit of any successor or successors to the Corporation.

**12. Counterparts; Electronic Signature.**

Option Agreement may be signed and/or transmitted in one or more counterparts by facsimile, e-mail of a .PDF, .TIF, .GIF, .JPG or similar attachment or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart, and that any such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand-written signature. To the extent a party signs this Option Agreement using electronic signature technology, by clicking "sign," "accept," or similar acknowledgement of acceptance, such party is signing this Option Agreement electronically, and electronic signatures appearing on this Option Agreement (or entered as to this Option Agreement using electronic signature technology) shall be treated, for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

**13. Section Headings.**

The section headings of this Option Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

**14. Clawback Policy.**

The Option is subject to the terms of the Corporation's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require forfeiture of the Option and repayment or forfeiture of any Shares or other cash or property received with respect to the Option (including any value received from a disposition of the Shares acquired upon exercise of the Option).

**15. No Advice Regarding Grant.**

The Grantee is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Grantee may determine is needed or appropriate with respect to the Option (including, without limitation, to determine the foreign, state, local, estate and/or gift tax consequences with respect to the Option and any Shares that may be acquired upon exercise of the Option). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Option Agreement) or recommendation with respect to the Option. Except for the withholding rights contemplated by Section 4 above and Section 27 of the Plan, the Grantee is solely responsible for any and all tax liability that may arise with respect to the Option and any Shares that may be acquired upon exercise of the Option.

**Notice of Grant of Stock Option  
and  
Terms and Conditions of Stock Option**

<b>Grantee:</b>	<b>Award</b>	
	<b>Number:</b>	_____
<b>Address:</b>	<b>ID:</b>	_____
_____	<b>Plan:</b>	2022 Equity Incentive Plan
_____		

**Type of Grant:**            ☐ Nonqualified Stock Option  
                                 ☐ Incentive Stock Option

Effective [\_\_\_\_\_] (the “**Award Date**”), you (the “**Grantee**”) have been granted [an incentive][a nonqualified] stock option (the “Option”) to buy [\_\_\_\_\_] Shares<sup>1</sup> of Common Stock of ProSomnus, Inc. (the “Corporation”) at a price of \$[\_\_\_\_\_] per Share<sup>1</sup> (the “**Exercise Price**”).

The aggregate Exercise Price of the Shares subject to the Option is \$[\_\_\_\_\_].<sup>1</sup>

[The Option will become vested 100% on the first anniversary of the Award Date.<sup>1, 2</sup>]

The Option will expire on [\_\_\_\_\_] (the “**Expiration Date**”).<sup>1, 2</sup>

By your signature and the Corporation’s signature below, you and the Corporation agree that the Option is granted under and governed by the terms and conditions of the Corporation’s 2022 Equity Incentive Plan (the “**Plan**”) and the Terms and Conditions of Stock Option (the “**Terms**”), which are attached and incorporated herein by this reference. This Notice of Grant of Stock Option, together with the Terms, will be referred to as your Option Agreement. The Option has been granted to you in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to you. Capitalized terms are defined in the Plan if not defined herein or in the Terms. You acknowledge receipt of a copy of the Terms and the Plan.

**PROSOMNUS, INC.,**  
**a Delaware corporation**

**GRANTEE**

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<sup>1</sup> Subject to adjustment under Section 24 of the Plan.

<sup>2</sup> Subject to early termination under Section 5 of the Terms and Sections 14-24 of the Plan.



**2022 EQUITY INCENTIVE PLAN  
TERMS AND CONDITIONS OF STOCK OPTION**

**1. General.**

These Terms and Conditions of Stock Option (these “**Terms**”) apply to a particular stock option (the “**Option**”) if incorporated by reference in the Notice of Grant of Stock Option (the “**Grant Notice**”) corresponding to that particular grant. The recipient of the Option identified in the Grant Notice is referred to as the “**Grantee**.” The per Share exercise price of the Option as set forth in the Grant Notice is referred to as the “**Exercise Price**.” The effective date of grant of the Option as set forth in the Grant Notice is referred to as the “**Award Date**.” The exercise price and the number of Shares covered by the Option are subject to adjustment under Section 24 of the Plan.

The Option was granted under and subject to the ProSomnus Inc. 2022 Equity Incentive Plan (the “**Plan**”). Capitalized terms are defined in the Plan if not defined herein. The Option has been granted to the Grantee in addition to, and not in lieu of, any other form of compensation otherwise payable or to be paid to the Grantee. The Grant Notice and these Terms are collectively referred to as the “**Option Agreement**” applicable to the Option.

**2. Vesting; Limits on Exercise; Incentive Stock Option Status.**

The Option shall vest and become exercisable in percentage installments of the aggregate number of Shares subject to the Option as set forth on the Grant Notice. The Option may be exercised only to the extent the Option is vested and exercisable.

- Cumulative Exercisability. To the extent that the Option is vested and exercisable, the Grantee has the right to exercise the Option (to the extent not previously exercised), and such right shall continue, until the expiration or earlier termination of the Option.
- No Fractional Shares. Fractional Share interests shall be disregarded, but may be cumulated.
- Minimum Exercise. No fewer than 100 Shares (subject to adjustment under Section 24 of the Plan) may be purchased at any one time, unless the number purchased is the total number at the time exercisable under the Option.
- ISO Status. The Option [is][is not] intended as an incentive stock option within the meaning of Section 422 of the Code (an “**ISO**”).
- ISO Value Limit. If the aggregate fair market value of the Shares with respect to which ISOs (whether granted under the Option or otherwise) first become exercisable by the Grantee in any calendar year exceeds \$100,000, as measured on the applicable Award Dates, the limitations of Section 6(a) of the Plan shall apply and to such extent the Option will be rendered a nonqualified stock option.

**3. Continuance of Employment/Service Required; No Employment/Service Commitment.**

The vesting schedule applicable to the Option requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Option and the rights and benefits under this Option Agreement. Employment or service for only a portion of the vesting period, even if a substantial portion, will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment or services as provided in Section 5 below or under the Plan.

Nothing contained in this Option Agreement or the Plan constitutes a continued employment or service commitment by the Corporation or any of its Affiliates, affects the Grantee’s status, if he or she is an employee, as an employee at will who is subject to termination without cause, confers upon the Grantee any right to remain employed by or in service to the Corporation or any Affiliate, interferes in any way with the right of the Corporation or any Affiliate at any time to terminate such employment or service, or affects the right of the Corporation or any Affiliate to increase or decrease the Grantee’s other compensation. Nothing in this Option Agreement, however, is intended to adversely affect any independent contractual right of the Grantee without his/her consent thereto.

#### 4. **Method of Exercise of Option.**

4.1 The Option shall be exercisable by the delivery to the Secretary of the Corporation (or such other person as the Committee may require pursuant to such administrative exercise procedures as the Committee may implement from time to time) of:

- a written notice stating the number of Shares to be purchased pursuant to the Option or by the completion of such other administrative exercise procedures as the Committee may require from time to time,
- payment in full for the Exercise Price of the Shares to be purchased in cash, check or by electronic funds transfer to the Corporation;
- any written statements or agreements requested by the Corporation or one of its Affiliates to provide assurances or representations as the Committee deems necessary or desirable to assure compliance with all applicable legal and accounting requirements; and
- satisfaction of the tax withholding provisions of Section 27 of the Plan.

The Committee also may, but is not required to, authorize a non-cash payment alternative by one or more of the following methods (subject in each case to compliance with all applicable laws, rules, regulations and listing requirements and further subject to such rules as the Committee may adopt as to any such payment method):

- notice and third-party payment in such manner as may be authorized by the Committee;
- in Shares already owned by the Grantee, valued at their fair market value (as determined under the Plan) on the exercise date;
- a reduction in the number of Shares otherwise deliverable to the Grantee (valued at their fair market value on the exercise date, as determined under the Plan) pursuant to the exercise of the Option; or
- a “cashless exercise” with a third party who provides simultaneous financing for the purposes of (or who otherwise facilitates) the exercise of the Option.

If the Option is intended to be an ISO, the Option will qualify as an ISO only if it meets all of the applicable requirements of the Code. The Option may be rendered a nonqualified stock option if the Committee permits the use of one or more of the non-cash payment alternatives referenced above.

#### 5. **Early Termination of Option.**

5.1 **Expiration Date.** Subject to earlier termination as provided below in this Section 5, the Option will terminate on the “Expiration Date” set forth in the Grant Notice (the “**Expiration Date**”).

5.2 **Possible Termination of Option upon Certain Corporate Events.** The Option is subject to termination in connection with certain corporate events as provided in Sections 24(e) of the Plan.

5.3 **Termination of Option upon a Termination of Grantee’s Employment or Services.** Subject to earlier termination on the Expiration Date of the Option or pursuant to Section 5.2 above, if the Grantee ceases to be employed by or ceases to provide services to the Corporation or an Affiliate, the following rules shall apply (the last day that the Grantee is employed by or provides services to the Corporation or an Affiliate is referred to as the Grantee’s “**Severance Date**”):

- other than as expressly provided below in this Section 5.3, (a) the Grantee will have until the date that is 3 months after his or her Severance Date to exercise the Option (or portion thereof) to the extent that it was vested on the Severance Date, (b) the Option, to the extent not vested on the Severance Date, shall terminate on the Severance Date, and (c) the Option, to the extent exercisable for the 3-month period following the Severance Date and not exercised during such period, shall terminate at the close of business on the last day of the 3-month period;

- if the termination of the Grantee's employment or services is the result of the Grantee's death or Total and Permanent Disability, (a) the Grantee (or his beneficiary or personal representative, as the case may be) will have until the date that is 12 months after the Grantee's Severance Date to exercise the Option (or portion thereof) to the extent that it was vested on the Severance Date, (b) the Option, to the extent not vested on the Severance Date, shall terminate on the Severance Date, and (c) the Option, to the extent exercisable for the 12-month period following the Severance Date and not exercised during such period, shall terminate at the close of business on the last day of the 12-month period;
- if the Grantee's employment or services are terminated by the Corporation or an Affiliate for Cause, the Option (whether vested or not) shall terminate on the Severance Date.

In all events the Option is subject to earlier termination on the Expiration Date of the Option or as contemplated by Section 5.2. The Committee shall be the sole judge of whether the Grantee continues to render employment or services for purposes of this Option Agreement.

Notwithstanding any post-termination exercise period provided for herein or in the Plan, if the Option is intended to be an ISO, the Option will qualify as an ISO only if it is exercised within the applicable exercise periods for ISOs under, and meets all of the other requirements of, the Code. If the Option is not exercised within the applicable exercise periods for ISOs or does not meet such other requirements, the Option will be rendered a nonqualified stock option.

**6. Non-Transferability.**

The Option and any other rights of the Grantee under this Option Agreement or the Plan are nontransferable and exercisable only by the Grantee, except as set forth in Section 13 of the Plan.

**7. Notices.**

Any notice to be given under the terms of this Option Agreement shall be in writing and addressed to the Corporation at its principal office to the attention of the Secretary, and to the Grantee at the Grantee's last address reflected on the Corporation's records, or at such other address as either party may hereafter designate in writing to the other. Any such notice shall be given only when received, but if the Grantee is no longer an employee of or in service to the Corporation, shall be deemed to have been duly given by the Corporation when enclosed in a properly sealed envelope addressed as aforesaid, registered or certified, and deposited (postage and registry or certification fee prepaid) in a post office or branch post office regularly maintained by the United States Government.

**8. Plan.**

The Option and all rights of the Grantee under this Option Agreement are subject to the terms and conditions of the Plan, incorporated herein by this reference. The Grantee agrees to be bound by the terms of the Plan and this Option Agreement. The Grantee acknowledges having read and understanding the Plan, the Prospectus for the Plan, and this Option Agreement. Unless otherwise expressly provided in other sections of this Option Agreement, provisions of the Plan that confer discretionary authority on the Board or the Committee do not and shall not be deemed to create any rights in the Grantee unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Board or the Committee so conferred by appropriate action of the Board or the Committee under the Plan after the date hereof.

**9. Entire Agreement.**

This Option Agreement and the Plan together constitute the entire agreement and supersede all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. The Plan and this Option Agreement may be amended pursuant to Section 29 of the Plan. Such amendment must be in writing and signed by the Corporation. The Corporation may, however, unilaterally waive any provision hereof in writing to the extent such waiver does not adversely affect the interests of the Grantee hereunder, but no such waiver shall operate as or be construed to be a subsequent waiver of the same provision or a waiver of any other provision hereof.

**10. Governing Law.**

This Option Agreement (including the Notice) shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflict of law principles thereunder.

**11. Effect of this Agreement.**

Subject to the Corporation's right to terminate the Option pursuant to Section 24(e) of the Plan, this Option Agreement shall be assumed by, be binding upon and inure to the benefit of any successor or successors to the Corporation.

**12. Counterparts; Electronic Signature.**

Option Agreement may be signed and/or transmitted in one or more counterparts by facsimile, e-mail of a .PDF, .TIF, .GIF, .JPG or similar attachment or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart, and that any such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand-written signature. To the extent a party signs this Option Agreement using electronic signature technology, by clicking "sign," "accept," or similar acknowledgement of acceptance, such party is signing this Option Agreement electronically, and electronic signatures appearing on this Option Agreement (or entered as to this Option Agreement using electronic signature technology) shall be treated, for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

**13. Section Headings.**

The section headings of this Option Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

**14. Clawback Policy.**

The Option is subject to the terms of the Corporation's recoupment, clawback or similar policy as it may be in effect from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require forfeiture of the Option and repayment or forfeiture of any Shares or other cash or property received with respect to the Option (including any value received from a disposition of the Shares acquired upon exercise of the Option).

**15. No Advice Regarding Grant.**

The Grantee is hereby advised to consult with his or her own tax, legal and/or investment advisors with respect to any advice the Grantee may determine is needed or appropriate with respect to the Option (including, without limitation, to determine the foreign, state, local, estate and/or gift tax consequences with respect to the Option and any Shares that may be acquired upon exercise of the Option). Neither the Corporation nor any of its officers, directors, affiliates or advisors makes any representation (except for the terms and conditions expressly set forth in this Option Agreement) or recommendation with respect to the Option. Except for the withholding rights contemplated by Section 4 above and Section 27 of the Plan, the Grantee is solely responsible for any and all tax liability that may arise with respect to the Option and any Shares that may be acquired upon exercise of the Option.



NELSON MULLINS RILEY & SCARBOROUGH LLP  
ATTORNEYS AND COUNSELORS AT LAW

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Suite 900  
Washington, DC 20001  
T 202.689.2983 F 202.689.2952  
nelsonmullins.com

March 3, 2023

ProSomnus, Inc.  
5675 Gibraltar Avenue  
Pleasanton, CA 94588

RE: Registration Statement on Form S-8 in connection with the ProSomnus, Inc. 2022 Equity Incentive Plan.

Ladies and Gentlemen:

We have acted as counsel to ProSomnus, Inc., a Delaware corporation (the "Company") in connection with the Registration Statement on Form S-8 (the "Registration Statement") to be filed by the Company on or about March 1, 2023 with the U.S. Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended, related to the offering of up to an aggregate 2,411,283 shares of the Company's Common Stock, par value \$0.0001 per share (the "Shares") issuable under the Company's 2022 Equity Incentive Plan (the "2022 Plan"). This opinion letter is furnished pursuant to the requirement of Item 601(b)(5) of Regulation S-K promulgated by the SEC.

In reaching the opinions set forth herein, we have examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of such documents and records of the Company and such statutes, regulations and other instruments, certificates and records as we deem necessary or advisable for the purposes of this opinion letter, including, without limitation, the 2022 Plan, the Company's Amended and Restated Certificate of Incorporation, and Amended and Restated Bylaws and certain resolutions adopted by the Company's board of directors.

As to any facts material to our opinions, we have made no independent investigation or verification of such facts and have relied, to the extent that we deem such reliance proper, on certificates and oral or written statements and other information of or from officers and representatives of the Company and public officials and on factual information included in the Company's filings with the SEC. We have assumed the completeness and authenticity of all documents submitted to us as originals, the completeness and conformity to the originals of all documents submitted to us as copies thereof, the genuineness of all signatures, the legal capacity and mental competence of natural persons, and that all information contained in all documents reviewed by us is true, correct and complete. In addition, we have assumed that the Shares will be issued in accordance with the 2022 Plan and that the Company will receive the authorized consideration for the issuance of the Shares (in an amount not less than the par value thereof).

CALIFORNIA | COLORADO | DISTRICT OF COLUMBIA | FLORIDA | GEORGIA | MARYLAND | MASSACHUSETTS | NEW YORK  
NORTH CAROLINA | SOUTH CAROLINA | TENNESSEE | WEST VIRGINIA

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On the basis of the foregoing, and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that the Shares that may be issued and sold from time to time in accordance with the 2022 Plan have been duly authorized and, when issued and delivered in accordance with the 2022 Plan, will be validly issued, fully paid and nonassessable.

This opinion letter is rendered as of the date hereof, and we assume no obligations to advise you of changes in law or fact (or the effect thereof on the opinions expressed herein) that hereafter may come to our attention. We hereby consent to the filing of this opinion letter with the SEC as Exhibit 5.1 to the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the SEC.

Our opinions are based upon and limited to the Delaware General Corporation Law, and no opinion is expressed as to the laws of any other jurisdiction. We do not find it necessary for the purposes of this opinion, and accordingly we do not purport to cover herein, the application of the securities or “Blue Sky” laws of the various states to the issuance and sale of any of the Shares.

Sincerely,

/s/ Nelson Mullins Riley & Scarborough LLP

Nelson Mullins Riley & Scarborough LLP

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the inclusion in the Registration Statement on Form S-8 of ProSomnus Inc. of our report dated March 31, 2022, with respect to our audit of Lakeshore Acquisition I Corp.'s financial statements as of and for the period from January 6, 2021 (inception) to December 31, 2021, which appears in the Prospectus as part of this Registration Statement. Our report contained an explanatory paragraph regarding substantial doubt about Lakeshore Acquisition I Corp.'s ability to continue as a going concern.

We also consent to the reference to our Firm under the caption "Experts" in such Prospectus.

/s/ UHY LLP

New York, New York

March 3, 2023

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**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in this Registration Statement on Form S-8 of ProSomnus, Inc. of our report dated April 2, 2022, relating to the consolidated financial statements of ProSomnus Holdings, Inc, appearing in the registration statement on Form S-4/A (No. 333-265885) filed by LAAA Merger Corp. on November 4, 2022.

/s/ SingerLewak LLP

San Jose, California

March 3, 2023

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## Calculation of Filing Fee Table

**FORM S-8**  
**REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**  
(Form Type)

**ProSomnus, Inc.**  
(Exact Name of Registrant As Specified in its Charter)

Table 1: Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation Rule	Amount Registered <sup>(1)</sup>	Proposed Maximum Offering Price Per Share	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
<b>Newly Registered Securities</b>								
<b>Fees to Be Paid</b>	Equity	Common Stock, \$0.0001 par value per share	Other <sup>(2)</sup>	2,411,283	5.075 <sup>(1)</sup>	\$ 12,237,261.20	0.0001102	\$ 1,348.55
<b>Fees Previously Paid</b>	—	—	—	—	—	\$ —	—	\$ —
<b>Total Offering Amounts</b>						\$ 12,237,261.20		\$ 1,348.55
<b>Total Fees Previously Paid</b>						\$ —		\$ —
<b>Total Fee Offsets</b>						—		\$ —
<b>Net Fees Due</b>						\$ 12,237,261.20		\$ 1,348.55

(1) Represents additional shares of common stock issuable under the ProSomnus, Inc. 2022 Equity Incentive Plan. In addition to such shares, pursuant to Rule 416(a) under the Securities Act, this registration statement covers an undetermined number of shares of common stock of the registrant that may become issuable to prevent dilution from stock splits, stock dividends or similar transactions with respect to the shares registered hereunder.

(2) Estimated in accordance with Rule 457(c) and Rule 457(h) under the Securities Act, based on the average of the high and low prices for its Common Stock on Nasdaq Global Market on February 28, 2023, which date is within five business days prior to filing this registration statement.