Advisor Agreement

This **Advisor Agreement** ("***Agreement***") is entered into as of ______ ("***Effective Date***") by and between the following parties:

Company

Advisor

Company and Advisor may be referred to individually as a "***Party***" and collectively as the "***Parties***."

WHEREAS, the Company desires to engage the Advisor to provide strategic, operational, technical, financial, industry, or other advisory services to support the Company's business objectives;

WHEREAS, the Advisor represents that they possess the knowledge, experience, and expertise necessary to provide such services; and

WHEREAS, the Parties wish to establish the terms and conditions governing the advisory relationship.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

1. Appointment

The Company appoints the Advisor to provide advisory services in accordance with this Agreement, and the Advisor accepts such appointment. The Advisor shall perform the services in a professional, timely, and diligent manner consistent with generally accepted industry standards.

2. Scope of Services

The Advisor shall provide advisory services as requested by the Company, which may include, as applicable:

- Strategic planning and business development.
- Product, technology, or operational guidance.
- Market analysis and industry insights.
- Introductions to potential customers, investors, partners, or other business contacts.
- Review and evaluation of business opportunities.
- Participation in meetings, consultations, and planning sessions.
- Other advisory services mutually agreed upon by the Parties.

The Advisor shall not have authority to bind the Company, enter into agreements on its behalf, or represent that such authority exists unless expressly authorized in writing by the Company.

3. Term

This Agreement begins on the Effective Date and continues until ____________, unless terminated earlier in accordance with the Termination section.

The Parties may extend the Agreement by executing a written amendment signed by both Parties.

4. Advisor Responsibilities

The Advisor agrees to:

- Perform the advisory services with reasonable care, skill, and professional judgment.
- Devote the time reasonably necessary to fulfill the advisory responsibilities.
- Act in good faith and in the Company's best interests while performing services under this Agreement.
- Promptly disclose any actual or potential conflict of interest relating to the advisory services.
- Comply with all applicable laws, regulations, and professional obligations relevant to the services performed.

5. Company Responsibilities

The Company shall:

- Provide the Advisor with information reasonably necessary to perform the services.
- Cooperate with the Advisor and respond to reasonable requests for information.
- Pay any compensation due under this Agreement in accordance with the Compensation section.
- Designate an appropriate representative to communicate with the Advisor regarding advisory matters.

6. Compensation

In consideration of the services provided, the Company shall compensate the Advisor as follows:

Compensation Item	**Details**
Advisory Fee	
Payment Frequency	
Payment Due	
Equity Compensation (if applicable)	
Bonus or Success Fee (if applicable)	

Unless otherwise agreed in writing, the Advisor shall be solely responsible for all taxes and governmental charges arising from compensation received under this Agreement.

7. Reimbursement of Expenses

The Company shall reimburse the Advisor for reasonable and necessary business expenses incurred in connection with the services, provided that:

- the expenses have been approved in advance by the Company where required; and
- the Advisor submits appropriate supporting documentation.

8. Independent Contractor Relationship

The Advisor is engaged as an independent contractor.

Nothing in this Agreement creates an employment relationship, partnership, joint venture, agency, or fiduciary relationship between the Parties.

The Advisor shall not be entitled to employee compensation, benefits, insurance coverage, retirement plans, paid leave, or other employment-related benefits provided by the Company.

9. Confidential Information

During the term of this Agreement, the Advisor may receive confidential or proprietary information belonging to the Company.

The Advisor agrees to:

- use Confidential Information solely for purposes of performing advisory services;
- protect Confidential Information using reasonable safeguards;
- not disclose Confidential Information to any third party except as authorized by the Company or required by law; and
- promptly return or securely destroy Confidential Information upon request or upon termination of this Agreement, except where retention is required by law.

Confidential Information does not include information that:

- becomes publicly available without breach of this Agreement;
- was lawfully known to the Advisor before disclosure by the Company;
- is lawfully obtained from a third party without confidentiality restrictions; or
- is independently developed without use of the Company's Confidential Information.

The obligations contained in this section survive termination of this Agreement.

10. Intellectual Property

Unless otherwise agreed in writing, any reports, analyses, recommendations, presentations, or other work product specifically created by the Advisor for the Company within the scope of this Agreement shall become the property of the Company upon payment of the applicable compensation.

The Advisor retains ownership of:

- pre-existing intellectual property;
- proprietary methodologies;
- general knowledge, skills, experience, and know-how developed independently of the services provided under this Agreement.

The Advisor grants the Company a non-exclusive, perpetual, royalty-free license to use any Advisor-owned materials incorporated into the work product to the extent reasonably necessary for the Company to use that work product.

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The Advisor retains ownership of:

- pre-existing intellectual property;
- proprietary methodologies;
- general knowledge, skills, experience, and know-how developed independently of the services provided under this Agreement.

The Advisor grants the Company a non-exclusive, perpetual, royalty-free license to use any Advisor-owned materials incorporated into the work product to the extent reasonably necessary for the Company to use that work product.

11. Conflicts of Interest

The Advisor represents that entering into this Agreement does not violate any existing legal or contractual obligation.

The Advisor shall promptly notify the Company of any circumstance that may create an actual or potential conflict of interest affecting the services.

Unless otherwise agreed in writing, the Advisor may provide advisory services to other organizations, provided that doing so does not breach this Agreement or involve unauthorized use or disclosure of the Company's Confidential Information.

12. Representations and Warranties

Each Party represents that:

- it has the legal authority to enter into this Agreement;
- execution of this Agreement does not violate any obligation binding upon it; and
- it will perform its obligations in good faith.

The Advisor further represents that the services will be performed with reasonable professional care and competence.

12. Representations and Warranties

Each Party represents that:

- it has the legal authority to enter into this Agreement;
- execution of this Agreement does not violate any obligation binding upon it; and
- it will perform its obligations in good faith.

The Advisor further represents that the services will be performed with reasonable professional care and competence.

13. Limitation of Liability

Except for liability arising from fraud, willful misconduct, breach of the Confidential Information section, or infringement of intellectual property rights, neither Party shall be liable to the other for indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement.

14. Indemnification

The Advisor shall indemnify and hold harmless the Company from losses, damages, liabilities, and reasonable expenses arising from the Advisor's negligence, willful misconduct, or material breach of this Agreement.

The Company shall indemnify and hold harmless the Advisor from losses, damages, liabilities, and reasonable expenses arising from the Company's negligence, willful misconduct, or material breach of this Agreement. The Party seeking indemnification shall promptly notify the other Party of any claim and reasonably cooperate in its resolution.

15. Termination

Either Party may terminate this Agreement without cause by providing ________ days' prior written notice to the other Party.

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- materially breaches this Agreement and fails to remedy the breach within ________ days after receiving written notice;
- becomes unable to perform its obligations under this Agreement; or
- engages in fraud, unlawful conduct, or willful misconduct materially affecting the advisory relationship.

Upon termination:

- the Advisor shall cease providing services unless otherwise requested by the Company;
- the Company shall pay all compensation properly earned before the effective termination date;
- each Party shall return or destroy Confidential Information belonging to the other Party
- upon request, subject to any legal retention requirements; and
- any provisions intended to survive termination, including the Confidential Information, Intellectual Property, Limitation of Liability, Indemnification, and Governing Law and Dispute Resolution sections, shall remain in effect.

16. Notices

Any notice required under this Agreement shall be in writing and delivered personally, by recognized courier, by certified or registered mail, or by electronic mail with confirmation of transmission to the addresses designated by each Party.

Either Party may update its notice address by providing written notice to the other Party.

17. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except that the Company may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets.

18. Force Majeure

Neither Party shall be responsible for delays or failure to perform caused by events beyond its reasonable control, including natural disasters, governmental actions, labor disruptions, widespread technology failures, or similar events, provided that the affected Party promptly notifies the other Party and resumes performance as soon as reasonably practicable.

19. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of ____________________, without regard to its conflict of law principles.

The Parties shall first attempt in good faith to resolve any dispute through negotiation. If the dispute cannot be resolved through negotiation within a reasonable period, either Party may pursue any remedies available through the courts of competent jurisdiction or another dispute resolution process agreed upon in writing by both Parties.

20. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior discussions, negotiations, understandings, and agreements relating to the advisory relationship.

21. Amendments

No amendment or modification of this Agreement shall be effective unless it is made in writing and signed by both Parties.

22. Severability

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall continue in full force and effect, and the unenforceable provision shall be interpreted or modified to the minimum extent necessary to preserve the Parties' original intent.

23. Waiver

A Party's failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or of any future right to enforce it.

24. Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one agreement.

Electronic signatures shall have the same effect as handwritten signatures to the extent permitted by applicable law.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.

Company	Advisor
Name	**Name**
Date	**Date**
Signature	**Signature**

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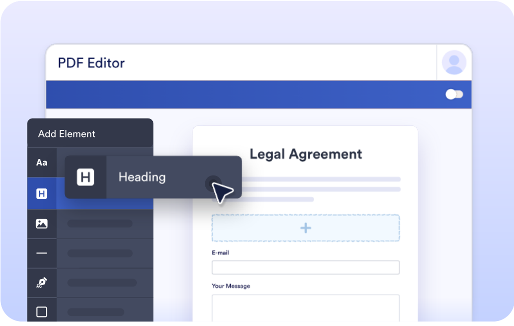

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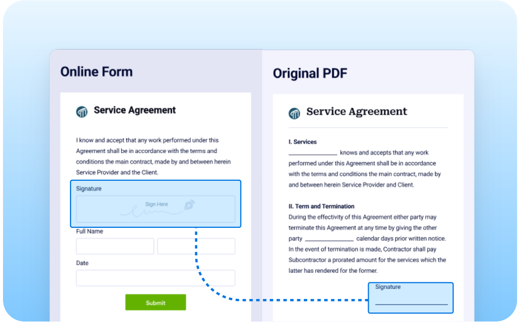

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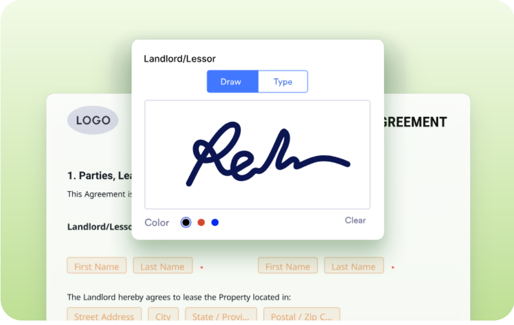

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