Advisory Board Agreement

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

Company

Advisor

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

WHEREAS, the Company desires to benefit from the Advisor's knowledge, experience, and professional insights in connection with the Company's business, strategic initiatives, and operations;

WHEREAS, the Advisor possesses expertise that the Company considers valuable and is willing to provide advisory services under the terms of this Agreement;

WHEREAS, the Parties wish to define their respective rights and responsibilities concerning the advisory relationship.

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

1. Appointment

The Company appoints the Advisor to serve as a member of its advisory board, and the Advisor accepts the appointment subject to the terms of this Agreement.

The Advisor shall provide strategic advice, recommendations, and professional insights in a non-executive and non-fiduciary advisory capacity. Nothing in this Agreement authorizes the Advisor to manage the Company's operations or make decisions on behalf of the Company unless expressly authorized in writing.

1. Appointment

The Company appoints the Advisor to serve as a member of its advisory board, and the Advisor accepts the appointment subject to the terms of this Agreement.

The Advisor shall provide strategic advice, recommendations, and professional insights in a non-executive and non-fiduciary advisory capacity. Nothing in this Agreement authorizes the Advisor to manage the Company's operations or make decisions on behalf of the Company unless expressly authorized in writing.

2. Term

This Agreement begins on the Effective Date and continues for ______________, unless terminated earlier in accordance with the Termination clause.

Upon expiration of the initial term, the Agreement may be renewed by written agreement of the Parties.

3. Scope of Advisory Services

The Advisor shall provide advisory services that may include:

- Offering strategic guidance regarding the Company's business objectives and growth initiatives.
- Providing industry knowledge, market insights, and professional recommendations.
- Reviewing business plans, products, services, or operational initiatives upon request.
- Participating in advisory board meetings, strategy sessions, or conference calls.
- Introducing potential business partners, customers, investors, or other professional contacts where appropriate.
- Providing constructive feedback regarding risks, opportunities, and business development.

The Advisor shall perform the services using reasonable professional judgment and devote sufficient time to fulfill the responsibilities contemplated by this Agreement.

4. Advisory Board Meetings

The Company shall determine the frequency, format, and scheduling of advisory board meetings.

The Advisor agrees to make reasonable efforts to attend scheduled meetings after receiving reasonable advance notice.

Meetings may be conducted in person, by telephone, or through electronic communication platforms.

5. Independent Status

The Advisor serves solely as an independent advisor.

Nothing in this Agreement creates an employment relationship, partnership, joint venture, agency relationship, or other legal association beyond the advisory engagement described herein.

The Advisor has no authority to bind the Company, enter into contracts on its behalf, incur obligations for the Company, or represent that such authority exists unless specifically authorized in writing.

6. Compensation

As consideration for the services provided under this Agreement, the Company shall compensate the Advisor as follows:

Compensation Item	Details
Advisory Fee	
Equity Compensation (if any)	
Bonus or Performance Incentive	
Payment Method	
Payment Due Date	

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

7. Expense Reimbursement

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

- the expenses receive prior approval from the Company when required;
- appropriate supporting documentation is submitted; and
- reimbursement requests are made within ______ days after the expense is incurred.

8. Confidential Information

During the term of this Agreement, the Advisor may receive confidential or proprietary information relating to the Company's business.

The Advisor shall:

- maintain the confidentiality of such information;
- use confidential information solely for purposes of performing advisory services under this Agreement; and
- not disclose confidential information to any third party without the Company's prior written
- consent unless disclosure 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 received from a third party without confidentiality restrictions; or
- is independently developed by the Advisor without use of the Company's confidential information.

The obligations in this clause survive termination of this Agreement for ______ years or for as long as the information remains confidential under applicable law, whichever is longer.

9. Intellectual Property

Unless otherwise agreed in writing, all reports, recommendations, analyses, presentations, documents, and other work product specifically created by the Advisor for the Company in connection with the advisory services shall become the property of the Company upon payment of the applicable compensation.

The Advisor retains ownership of pre-existing intellectual property, methodologies, know-how, tools, and materials developed independently of this Agreement.

The Advisor grants the Company a perpetual, non-exclusive, worldwide, royalty-free license to use any pre-existing intellectual property incorporated into work product to the extent reasonably necessary for the Company's use of that work product.

10. Conflicts of Interest

The Advisor shall promptly disclose any actual or reasonably foreseeable conflict of interest that could materially affect the Advisor's ability to provide objective advice.

The Advisor may provide services to other organizations, provided that doing so does not violate this Agreement, improperly use the Company's confidential information, or create a material conflict of interest that cannot reasonably be managed.

11. Non-Exclusivity

Unless otherwise agreed in writing, this Agreement is non-exclusive.

The Company may appoint additional advisors, and the Advisor may provide advisory or consulting services to other individuals or organizations, subject to the Confidential Information and Conflicts of Interest clauses.

12. Representations and Warranties

Each Party represents that:

- it has the legal authority to enter into this Agreement;
- entering into and performing this Agreement does not violate any other binding agreement applicable to that Party; and
- it shall perform its obligations in good faith and in accordance with applicable law.

The Advisor represents that the advisory services will be performed with reasonable skill, care, and professional diligence consistent with the nature of the engagement.

13. Limitation of Liability

The Advisor provides opinions, recommendations, and guidance based upon professional judgment and available information. The Company acknowledges that business decisions remain solely its responsibility.

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

14. Indemnification

The Company shall indemnify and hold harmless the Advisor against third-party claims arising from the Advisor's authorized performance of services under this Agreement, except to the extent such claims result from the Advisor's fraud, intentional misconduct, gross negligence, or material breach of this Agreement.

The Advisor shall promptly notify the Company of any claim for which indemnification is sought and cooperate reasonably in the defense of such claim.

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 cure the breach within ______ days after receiving written notice describing the breach;
- becomes unable to perform its obligations under this Agreement; or
- engages in conduct that materially harms the reputation or legitimate business interests of the terminating Party.

Upon termination:

- the Advisor shall cease providing advisory services unless otherwise requested by the Company;
- the Company shall pay all undisputed compensation earned before the effective termination date;
- confidential information shall be returned or securely destroyed upon request, except where retention is required by law; and
- the Confidential Information, Intellectual Property, Limitation of Liability, Indemnification, and any provisions intended to survive termination shall remain in effect.

16. Notices

Any notice required under this Agreement shall be in writing and delivered by personal delivery, recognized courier service, certified mail, or electronic mail with confirmation of transmission to the addresses designated by the Parties or to any updated address provided in writing. Notice shall be effective upon receipt.

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 liable for delays or failure to perform caused by events beyond its reasonable control, including natural disasters, government actions, labor disputes, widespread technology failures, or other unforeseeable events, provided 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 arising out of or relating to this Agreement through negotiation. If the dispute cannot be resolved through negotiation within ______ days, either Party may pursue any remedies available through the courts of competent jurisdiction located in ____________, unless the Parties subsequently agree in writing to an alternative method of dispute resolution.

20. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter of this Agreement and supersedes all prior discussions, negotiations, proposals, and agreements relating to the advisory relationship.

21. Amendments

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

22. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be interpreted, to the greatest extent possible, in a manner consistent with the Parties' original intent.

23. Waiver

A failure or delay by either Party to exercise any right under this Agreement shall not constitute a waiver of that right or any other right under this Agreement.

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 and electronic records shall have the same effect as handwritten signatures to the extent permitted by applicable law.

Signatures

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**