



# Board of Directors Agreement

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This **Board of Directors Agreement** (the "**Agreement**") is entered into as of \_\_\_\_\_  
 ("**Effective Date**"), by and between the parties identified below;

**Company**

**Director**

**WHEREAS**, the Company is a corporation duly organized and existing under the laws of \_\_\_\_\_;

**WHEREAS**, the Company desires to appoint the Director to serve as a member of its Board of Directors in accordance with its constitutional documents and applicable law;

**WHEREAS**, the Director is willing to accept such appointment and to perform the duties and responsibilities associated with the position under the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

## 1. Appointment and Acceptance

The Company appoints the Director to serve as a member of its Board of Directors, and the Director accepts such appointment, subject to the Company's constitutional documents and applicable law.

The Director's appointment shall be effective as of the Effective Date and shall continue for the term specified in this Agreement, unless terminated earlier in accordance with the Termination clause.

## 2. Term

The Director shall serve for a term of \_\_\_\_\_, commencing on the Effective Date. Upon expiration of the term, the Director may be reappointed in accordance with the Company's governing documents and applicable corporate procedures.

### **3. Duties and Responsibilities**

The Director shall:

- Act in good faith and in the best interests of the Company;
- Exercise reasonable care, diligence, and independent judgment;
- Attend and participate in Board and committee meetings;
- Review financial statements, strategic plans, and other materials provided to the Board;
- Comply with the Company's constitutional documents, policies, and applicable laws.

The Director acknowledges that their role is one of oversight and governance, not day-to-day management, unless separately agreed in writing.

### **4. Fiduciary Obligations**

The Director shall perform all duties consistent with their fiduciary responsibilities, including:

- The duty to act loyally and avoid conflicts between personal interests and the interests of the Company;
- The duty to maintain confidentiality of non-public Company information;
- The duty to exercise independent judgment in Board deliberations.

The Director shall promptly disclose any actual or potential conflict of interest to the Board and, where required, abstain from voting or participating in deliberations concerning the relevant matter.

### **5. Time Commitment**

The Director agrees to devote sufficient time and attention to fulfill their responsibilities effectively, including attendance at regularly scheduled and special meetings of the Board and any committees to which the Director is appointed.

## 6. Compensation and Reimbursement

As consideration for services rendered under this Agreement, the Company shall provide the following compensation:

Component	Description
Annual Fee	
Meeting Fee (if applicable)	
Equity Compensation (if applicable)	

The Company shall reimburse the Director for reasonable and documented out-of-pocket expenses incurred in connection with Board duties, in accordance with the Company's expense reimbursement policy.

## 7. Confidentiality

The Director shall keep strictly confidential all non-public information relating to the Company, its affiliates, employees, customers, or business operations. The Director shall not use confidential information for personal benefit or for the benefit of any third party.

This obligation continues during the Director's term of service and after termination of this Agreement.

## 8. Indemnification and Insurance

To the fullest extent permitted by applicable law and the Company's governing documents, the Company shall indemnify the Director against liabilities and expenses reasonably incurred in connection with the Director's service.

The Company shall maintain directors' and officers' liability insurance coverage for the benefit of the Director during the term of service.

Nothing in this clause limits any rights the Director may have under the Company's constitutional documents or separate indemnification agreements.

## **9. Compliance with Policies**

The Director agrees to comply with all applicable Company policies, including policies relating to ethics, conflicts of interest, insider trading, data protection, and corporate governance, as adopted and amended from time to time.

## **10. Independent Status**

The Director serves in a governance capacity and is not an employee of the Company solely by reason of serving as a director. Nothing in this Agreement creates an employment relationship, partnership, or agency relationship beyond the Director's role as a member of the Board.

## **11. Termination**

The Director's appointment may terminate upon:

- Expiration of the agreed term;
- Resignation by written notice to the Company;
- Removal in accordance with the Company's governing documents or applicable law;
- Death or incapacity of the Director.

Upon termination, the Director shall promptly return all Company property and confidential materials. Termination does not affect rights or obligations that by their nature continue after termination, including those under the Confidentiality and Indemnification clauses.

## **12. Governing Law and Dispute Resolution**

This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_, without regard to conflict of law principles.

Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations. If resolution cannot be reached, the dispute shall be submitted to the courts of competent jurisdiction in \_\_\_\_\_, unless the parties agree in writing to an alternative dispute resolution mechanism.

## **13. Amendments**

This Agreement may be amended only by a written document signed by both parties.

**14. Entire Agreement**

This Agreement constitutes the entire understanding between the parties concerning the Director's appointment and supersedes all prior discussions or agreements relating to the subject matter.

**15. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the extent permitted by law.

**IN WITNESS WHEREOF**, the parties have executed this Board of Directors Agreement as of the Effective Date.

**Company**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Director**

**Name**

**Date**

**Signature**

\_\_\_\_\_

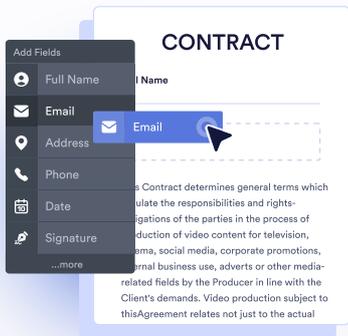


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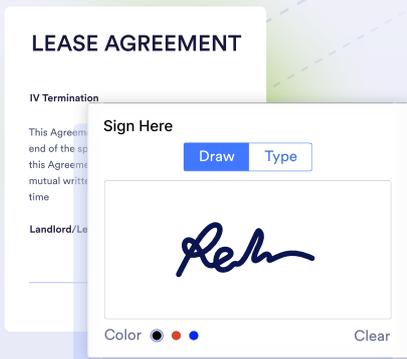
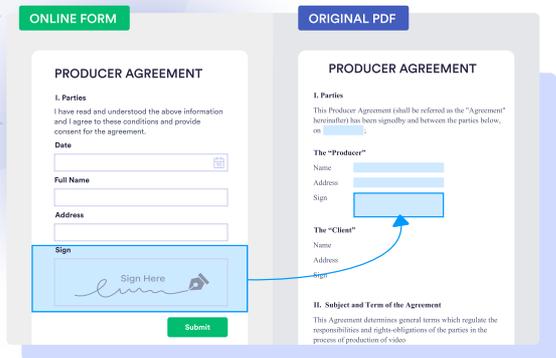
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