Startup Advisory Board Agreement

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

Company

_____

_____ _____

_____ _____ _____ _____

_____ _____

Advisor

_____

_____ _____

_____ _____ _____ _____

_____ _____

Company and Advisor are each a "***Party***" and together the "***Parties.***"

WHEREAS, Company wishes to obtain Advisor's independent business advice, experience, and strategic input; and

WHEREAS, Advisor is willing to provide such services on the terms of this Agreement.

The Parties agree as follows:

1. Appointment and Purpose

Company appoints Advisor to serve as a member of Company's advisory board. Advisor accepts the appointment and agrees to provide independent, non-exclusive advisory services related to Company's business, strategy, products, market opportunities, operations, financing, partnerships, or other matters reasonably requested by Company.

Advisor's role is advisory only. Advisor has no authority to bind Company, enter into agreements on Company's behalf, make decisions for Company, or represent that Advisor is an employee, officer, director, partner, agent, or legal representative of Company.

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2. Advisory Services

Advisor will provide services as reasonably requested by Company, which may include attending advisory board meetings, reviewing business plans and materials, providing strategic feedback, making introductions, and sharing industry knowledge.

Advisor will perform the services with reasonable care, skill, professionalism, and good faith. Advisor may decline a request that is outside Advisor's expertise, creates a conflict of interest, or is impracticable due to Advisor's other commitments.

Unless otherwise agreed in writing, Advisor is not required to devote a minimum number of hours to the services.

3. Term

This Agreement begins on the Effective Date and continues until _____, unless ended earlier under the Termination clause.

The Parties may extend the term by a written agreement signed by both Parties.

4. Compensation

In consideration of the services, Company will provide Advisor with the following compensation:

Compensation Type	Details
Cash Compensation	
Equity Compensation	
Expense Reimbursement	Company will reimburse reasonable, pre-approved, documented expenses incurred while providing the services.

Any equity compensation is subject to the terms of Company's applicable equity plan and a separate written equity award agreement. Nothing in this Agreement grants Advisor ownership rights unless and until those separate documents are properly executed.

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5. Independent Contractor Status

Advisor acts as an independent contractor and is not an employee of Company. Advisor is responsible for all taxes, insurance, licenses, permits, and other obligations arising from compensation received under this Agreement.

Advisor is not eligible for Company employee benefits, paid leave, workers' compensation coverage, unemployment benefits, or similar benefits unless required by applicable law.

6. No Fiduciary or Governance Role

Advisor is not a member of Company's board of directors and has no fiduciary duties to Company solely because of this Agreement. Company retains sole authority over its management, operations, financing, personnel, legal compliance, and business decisions.

Company may accept, reject, modify, or disregard any advice provided by Advisor. Advisor is not responsible for Company's decisions or the results of Company's actions.

7. Confidentiality

Advisor may receive non-public information relating to Company, including business plans, financial information, customer information, product plans, technical information, trade secrets, and information about investors, employees, and business partners ("***Confidential Information***").

Advisor will protect Confidential Information using reasonable care and will not disclose or use it except as necessary to provide services under this Agreement. Advisor may disclose Confidential Information only when required by law, provided Advisor gives Company prompt written notice when legally permitted to do so.

Confidential Information does not include information that Advisor can show was publicly available without breach of this Agreement, lawfully known to Advisor before disclosure by Company, independently developed without using Company's Confidential Information, or lawfully received from another source without a confidentiality obligation.

The obligations in this Confidentiality clause continue after this Agreement ends for so long as the information remains confidential.

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8. Intellectual Property

Any work product, written materials, inventions, designs, concepts, processes, or other materials created by Advisor specifically for Company in connection with the services ("***Work Product***") will belong exclusively to Company upon creation.

Advisor assigns to Company all rights, title, and interest in the Work Product, including all intellectual property rights. Advisor will sign reasonable documents and take reasonable actions requested by Company to confirm Company's ownership.

Advisor retains ownership of Advisor's pre-existing materials, knowledge, methods, tools, and expertise. If Advisor includes pre-existing materials in Work Product, Advisor grants Company a perpetual, worldwide, non-exclusive, royalty-free license to use those materials as part of the Work Product.

9. Conflicts of Interest

Advisor will promptly disclose any actual or potential conflict of interest that could reasonably affect Advisor's ability to provide independent advice to Company.

Advisor may provide services to other businesses, including businesses in Company's industry, provided Advisor does not use or disclose Company's Confidential Information and does not allow other engagements to materially interfere with Advisor's obligations under this Agreement.

10. Public Statements and Use of Name

Neither Party may use the other Party's name, logo, likeness, or endorsement in public communications, marketing materials, press releases, or promotional materials without prior written consent.

Company may identify Advisor as a member of its advisory board after receiving Advisor's written approval of the proposed description.

11. Indemnification

Company will indemnify Advisor against third-party claims arising directly from Advisor's authorized performance of services under this Agreement, except to the extent a claim results from Advisor's fraud, willful misconduct, gross negligence, breach of this Agreement, or violation of applicable law.

Advisor will indemnify Company against third-party claims arising from Advisor's fraud, willful misconduct, gross negligence, breach of this Agreement, or violation of applicable law.

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12. Limitation of Liability

Neither Party will be liable to the other for indirect, incidental, special, consequential, or punitive damages arising from this Agreement, except where liability cannot be limited under applicable law or where damages arise from fraud, willful misconduct, breach of the Confidentiality clause, or infringement or misuse of intellectual property rights.

13. Termination

Either Party may terminate this Agreement at any time by giving _____ days' written notice to the other Party.

Either Party may terminate this Agreement immediately by written notice if the other Party materially breaches this Agreement and does not correct the breach within _____ days after receiving written notice, if correction is possible.

Upon termination, Advisor will stop providing services, return or permanently destroy Company's Confidential Information upon request, and provide Company with any completed Work Product. Company will pay Advisor all undisputed compensation earned and approved expenses incurred through the termination date.

The Confidentiality, Intellectual Property, Indemnification, Limitation of Liability, Governing Law and Dispute Resolution, and General Provisions clauses survive termination to the extent necessary to give them effect.

14. Notices

All notices under this Agreement must be in writing and delivered by personal delivery, recognized courier, certified mail, or email with confirmation of receipt to the addresses indicated in the first page of this Agreement or to another address provided in writing.

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15. Governing Law and Dispute Resolution

This Agreement is governed by the laws of _____, without regard to rules that would apply another jurisdiction's laws.

The Parties will first attempt in good faith to resolve any dispute through direct discussions. If the dispute is not resolved, either Party may pursue available legal remedies in the courts located in _____, and each Party consents to that venue.

16. General Provisions

This Agreement is the entire agreement between the Parties regarding Advisor's services and replaces all prior discussions or agreements on that subject.

Any amendment must be in writing and signed by both Parties.

Advisor may not assign or transfer Advisor's rights or obligations without Company's prior written consent. Company may assign this Agreement in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets.

If any provision is found unenforceable, the remaining provisions will remain in effect, and the unenforceable provision will be interpreted as closely as possible to its intended purpose.

This Agreement may be signed electronically and in separate counterparts, each of which will be treated as an original and together as one agreement.

Signatures

Company

Name _____

Date _____

Signature _____

Advisor

Name _____

Date _____

Signature _____

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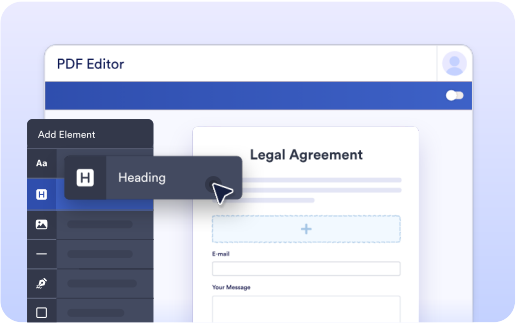
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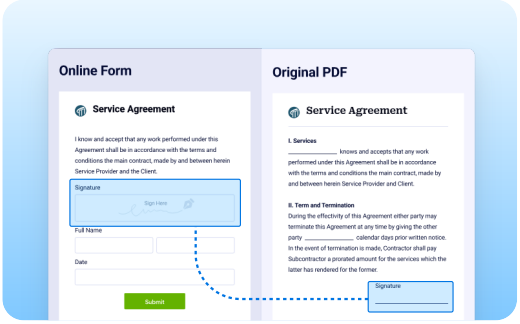
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