**BOARD OF DIRECTORS ADVISORY BOARD AGREEMENT**

This Board of Directors Advisory Board Agreement (the “Agreement”) is made as of the date of execution on the signature page below by and between [COMPANY], (the “Company”), and [CLIENT] (the “Board Member”), with each having a place of business at the address indicated on the signature page below. Both the Manager and the Client may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Company has authorized the creation of an Advisory Board to advise and assist the Company's Board of Directors with regard to the big picture strategic direction of the Company;

WHEREAS, the Company has authorized a certain number of shares of stock, subject to certain vesting terms, to be provided to the Board Member in consideration of the services to be provided herein; and

WHEREAS, the Company desires to enter into an independent contractor relationship with Board Member, and Board Member desires to render services described below for the Company on an independent contractor basis, pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter set forth, Manager and Client do respectively grant, covenant and agree as follows:

1. **THE RELATIONSHIP.** This engagement shall commence upon execution of this Agreement and shall continue in full force until termination according to this Section.
   1. *Engagement.* Subject to the terms and conditions of this Agreement, the Company hereby engages the Board Member as an independent contractor to perform the following services (the “Advisory Services”):

Goals of Position

Business Development (e.g., acquiring partnerships, sponsorships, and other business opportunities);

Acquisition of clients;

Strategic advice; and

[INSERT OTHER GOALS]

General Expctations

Weekly phone call or meeting, or as reasonably requested by Company;

Timely response to emails and other correspondence;

Introducing potential business partners to the Company's principals and Board of Directors; and

[INSERT OTHER EXPECTATIONS]

* 1. *Term.* This engagement shall commence on the date of execution, and shall continue in full force and effect for [LENGTH OF TERM] thereafter, unless terminated earlier as set forth below. This Agreement may only be extended thereafter by mutual agreement of the parties.
  2. *Termination by Company.* Company may terminate this Agreement at any time for cause upon the Company’s delivery to the Board Member of written notice of termination which shall include the reason for such termination. For the purposes of this section, "Cause" shall be defined as the following:
     1. Material breach of this Agreement;
     2. Intentional nonperformance or misperformance of the any duties to which the Shareholder is contractually obligated, or refusal to abide by or comply with policies or reasonable directives of the Company in performance of such services;
     3. Negligent performance of such services;
     4. Willful dishonesty, fraud, or misconduct with respect to the Company or the services performed, that in the reasonable judgment of the Company materially and adversely affects the Company;
     5. Conviction of, or a plea of nolo contendere to a felony or other crime involving moral turpitude; or
     6. The commission of any act in direct or indirect competition with or materially detrimental to the best interests of the Company.
  3. *Termination by Board Member.* The Board Member may terminate this Agreement at any time, with termination effective fifteen (15) days after the Board Member’s delivery to the Company of written notice of termination.

1. **COMPENSATION.** The Board Member shall be compensated according to the following:
   1. *Equity Compensation.* The Board Member shall be issued [NUMBER] shares of Company [COMMON/PREFERRED] stock (the “Compensatory Stock”). As of the date of this Agreement, the Compensatory Stock amounts to [PERCENT] percent of the Company’s issued and outstanding shares of stock.
   2. *Vesting.* So long as this Agreement (i) is not terminated by the Company for Cause or (ii) terminated by the Board Member for any reason, then one-twelfth (1/12) of the Compensatory Stock shall vest on a monthly basis. In the event the Agreement is terminated for either of the foregoing reasons, the Board Member shall forfeit any unvested stock.
   3. *Expenses*. The Board Member shall be responsible for all expenses incurred while performing the Services. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Board Member’s agents, if any, hired by the Board Member to complete the work under this Agreement.
2. **LEGAL COMPLIANCE.** The Board Member is responsible for compliance with all applicable laws, statutes, rules, regulations and ordinances that may apply to the performance of the Board Member’s Services under this Agreement, and hereby represents and warrants that it is in compliance with the same as of the date of execution of this Agreement and further represents that throughout the duration of providing any Services, that it will remain in compliance.
3. **CONFLICTS REPRESENTATION.** The Board Member represents that it is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Board Member and any third party.
4. **CONFIDENTIALITY.**
   1. *“Confidential Information” Defined.* “Confidential Information” includes written machine-reproducible and visual materials; all verbal disclosures made by or on behalf of the Parties under this Agreement; any software, whether in object, source or executable code; documentation and nonpublic financial information; information relating to either Party’s methods of operations; names, addresses, telephone numbers and other identifying information relating to clients of the Parties; personnel data relating to employees and contractors; and other documents prepared by or for the Parties or otherwise in furtherance of such Party’s business; nonpublic plans for new products and services; improvements and marketing strategies; and business contacts, pricing, business plans, techniques, methods and processes.
   2. *Receipt of Confidential Information.* During the term of this Agreement, each Party (a “Recipient Party”) may acquire Confidential Information about the other (a “Disclosing Party”), including information regarding business activities and operations, technical information, and trade secrets (the “Confidential Information and Trade Secrets”). Each Recipient Party agrees to hold in confidence all Confidential Information and Trade Secrets, not use Confidential Information or Trade Secrets for purposes other than to accomplish the aims of this Agreement, and not to disclose Confidential Information or Trade Secrets to any third party.
   3. *Exceptions.* The foregoing confidential obligations shall not apply to Confidential Information (i) which is or becomes publicly available other than through the breach of this Agreement, (ii) which was known to the recipient prior to the disclosure by the other party, (iii) which a party rightfully receives from a third party not bound by any confidentiality agreement with respect thereto, (iv) which is independently developed by the recipient, or (v) which is required to be disclosed pursuant to legal or governmental requirements; provided, that disclosure under this clause shall be limited to persons legally entitled to receive the information.
   4. *Effect Upon Termination.* In the event this Agreement expires or is terminated for any reason or should either Party request the other to do so for any reason, such Party will promptly return, erase, or destroy all Confidential Information or Trade Secrets in its possession or control, including Confidential Information or Trade Secrets stored in any computer memory or data storage apparatus.
5. **MISCELLANEOUS.**
   1. *Independent Representation*. Each Party acknowledges that he or she has been represented by independent legal counsel of his or her own choice throughout all of the negotiations which preceded the execution of this Agreement (or has waived such right) and that he or she has executed this Agreement with the consent and upon the advice of such independent legal counsel.
   2. *Assignment*. No Party may assign or transfer its rights or obligations under or interest in this Agreement without the prior written consent of the other Party.
   3. *Integration*. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject and supersedes any prior agreements.
   4. *No Waiver*. No term of this Note may be waived, modified, or amended except by an instrument in writing signed by both of the Parties. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.
   5. *Governing Law; Venue*. This Agreement shall be construed with and governed by the substantive laws of the State of [STATE]. Should any claim or controversy arise between the Parties under the terms of this Note or in furtherance of this Agreement, such claim or controversy shall be resolved only in the state or federal courts located in [COUNTY, STATE].
   6. *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.
   7. *Notices*. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service such as Federal Express, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or by email, addressed as set forth below or as communicated by either Party after the execution of this Agreement:

Company

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

Client

Name: [NAME]

Address: [ADDRESS]

Email Address: [EMAIL ADDRESS]

IN WITNESS WHEREOF, the Parties have executed this Agreement in accordance with the dates as indicated below.

**[COMPANY]:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip

**BOARD MEMBER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip