

## ADVISORY BOARD AGREEMENT

Effective on the last date of signature of this Agreement, [Advisor Name] (“Advisor”) and [Company Name] (“Company”) agree as follows:

1. Services and Consideration. Advisor agrees to be a member of Company’s Advisory Board (“Advisory Board”), to consult with and advise Company from time to time, at Company’s request as further described in Exhibit A (the “Services”). As consideration due Advisor for Services, Advisor shall receive such number of shares of Company common stock as equal to [100-200] of the aggregate shares issued to date. Such shares shall be issued from the Common Stock authorized or Company’s equity plan when available and as applicable, as approved by the Board of Directors at the fair market value in lieu of payment for Services, subject to vesting/at-cost repurchase provisions as set forth in Exhibit A, with such terms, conditions, and covenants, as described in the Company’s applicable Stock Grant Agreement.
2. Ownership. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Advisor that directly arise out of, or in connection with, the Services or any Proprietary Information (as defined below) (collectively, “Inventions”). Advisor agrees to make and hereby makes all assignments necessary to accomplish the foregoing. Advisor shall further assist Company, at Company’s expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned.
3. Proprietary Information. Advisor agrees that all Inventions and other business, technical and financial information (including, without limitation, the identity of and information relating to Company’s customers or employees) Advisor obtains from, or learns in connection with the Services, constitute “Proprietary Information.” Advisor will hold in confidence and not disclose or, except in performing the Services use any Proprietary Information. However, Advisor shall not be so obligated with respect to information that Advisor can document (i) is or becomes readily publicly available without restriction through no fault of Advisor, or (ii) that Advisor knew without restriction prior to its disclosure by Company. Upon termination or as otherwise requested by Company, Advisor will promptly return to Company all items and copies containing or embodying Proprietary Information.

4. 6-Month Renewal Requirement and Termination. Either party may terminate this Agreement at any time, for any reason, by giving the other party 15 days' notice. The Agreement shall be subject to six (6) month renewal requirements, such that the Company and Advisor have agreed to confirm the continuation of Services by resigning this Agreement every six (6) months as set forth on the signature page below. Sections 2 through 6 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration.

5. Relationship of the Parties; No Conflicts. Notwithstanding any provision hereof, for all purposes of this Agreement, each party shall be and act as an independent contractor and not as a partner, joint venturer, agent or employee of the other and shall not bind nor attempt to bind the other to any contract. Advisor represents and warrants that neither this Agreement nor the performance thereof will conflict with or violate any obligation of Advisor or right of any third party. Advisor shall not be eligible to participate in any of Company's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. Company may use and authorize the use of Advisor's name, likeness and biographical information in promotional materials, websites and the like.

6. Miscellaneous. This Agreement and the Services performed hereunder are personal to Advisor and Advisor shall not have the right or ability to assign, transfer or subcontract any obligations under this Agreement without the written consent of Company. Any attempt to do so shall be void. Company shall be free to transfer any of its rights under this Agreement to a third party. Any breach of Sections 2 or 3 will cause irreparable harm to Company for which damages would not be an adequate remedy, and therefore, Company shall be entitled to injunctive relief with respect thereto in addition to any other remedies. This is the entire agreement between the parties with respect to the subject matter hereof and no changes or modifications or waivers to this Agreement shall be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys fees. Any notice shall be given in writing by first class mail and addressed to the party to be notified at the address below, or at such other address as the party may designate by ten (10) days' advance written notice to the other party.

7. Signatures. Upon the date of last signature below the Company and Advisor have agreed to enter into or renew the Agreement every **six (6)** months pursuant to its terms.

\_\_\_\_ Company: \_\_\_\_\_ Advisor: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

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

Printed (Name, Title and Address) Printed (Name, Title and Address)

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

Date / Renewal Date Date / Renewal Date

## **EXHIBIT A**

### **SERVICES AND VESTING DESCRIPTION**

Services: Advisor shall perform the following for Company:

- Consult and work with and advise the Company two sessions a month at a minimum on matters relating to the Company's actual or potential business, technology and products. Specifically provide feedback on investor pitches, product and UI feedback.
- Actively promote and make introductions on behalf of the Company through your overall network of business contacts, including forwarding our one pager & other materials as requested
- Make introductions to and assist in the acquisition of potential customers, strategic partners and key industry contacts and attend meetings with such potential customers, partners and key contacts if applicable.

Milestones: Advisor will be subject to the following milestones for Company:

- [Example: Generate 5 Fortune 500 leads that reach 2nd meeting]
- [Example: Introduce 3 CTO candidates that pass Company coding challenge]
- [Example: Help close the Bayer contract by August 30, 2021]

Re-Signature Requirement: It is Advisor's responsibility to follow up to re-sign the Agreement every [six (6)] months, including a summary of the Services to provided to date, and action items for Advisor for the next [six (6)] months.

Vesting/At-Cost Repurchase: 50% of the total award is 1/24 vesting monthly. 50% of the total award is based on the milestones listed above. All of such shares shall immediately become vested if the Company is subject to a Change in Control (as defined in the applicable Stock Grant Agreement) before the Advisor's Services terminate.

Costs: Advisor shall also be entitled to reimbursement for reasonable, documented expenses for which Advisor receives prior approval from Company.

