

# ADVISORY BOARD AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Advisor Name: \_\_\_\_\_

Advisor Address: \_\_\_\_\_

## Recitals:

WHEREAS, the Company desires to retain the Advisor to provide certain advisory services as described herein; and WHEREAS, the Advisor is willing to provide such advisory services to the Company on the terms and conditions set forth in this Agreement.

### 1. Engagement and Services

The Company hereby engages the Advisor to serve on its Advisory Board and to provide advisory services, including but not limited to strategic advice, introductions, and guidance related to the Company's business, as mutually agreed upon by the parties.

### 2. Term

The term of this Agreement shall commence upon the Effective Date and shall continue until terminated by either party upon thirty (30) days' prior written notice to the other party.

### 3. Compensation

As compensation for the advisory services, the Advisor shall receive the consideration as set forth in the attached Schedule A. The parties understand and agree that this compensation constitutes full and complete payment for all services rendered by the Advisor under this Agreement.

### 4. Confidentiality

The Advisor acknowledges that, in the course of performing services, the Advisor may obtain confidential information concerning the Company. The Advisor agrees to hold all such information in strict confidence and not to disclose or use it except as expressly authorized by the Company or as required by law.

### 5. Intellectual Property

All work product developed by the Advisor in connection with the services under this Agreement shall be the exclusive property of the Company. The Advisor hereby assigns to the Company all rights, title, and interest in such work product.

### 6. Independent Contractor

The Advisor is an independent contractor and shall not be deemed to be an employee, agent, partner, or joint venturer of the Company. The Advisor shall have no authority to bind the Company or incur any obligations on its behalf.

### 7. Conflicts of Interest

The Advisor represents that, to the best of the Advisor's knowledge, there exists no conflict of interest that would prevent the Advisor from performing the obligations under this Agreement.

## **8. Indemnification**

The Advisor agrees to indemnify and hold harmless the Company and its affiliates from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to the Advisor's gross negligence or willful misconduct in connection with this Agreement.

## **9. Limitation of Liability**

Except for liability arising from gross negligence or willful misconduct, in no event shall either party be liable to the other for any consequential, incidental, punitive, or special damages.

## **10. Termination**

Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Upon termination, the Advisor shall cease all advisory activities and return all Company property and confidential information.

## **11. Notices**

All notices required or permitted hereunder shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means with confirmation of receipt, to the addresses set forth above or such other addresses as a party may designate by notice.

## **12. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ (without regard to its conflict of laws principles). The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

## **13. Entire Agreement**

This Agreement, including all Schedules and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

## **14. Amendments**

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

## **15. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

## **16. Waiver**

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of such right or any other right.

## **17. Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means shall be deemed binding.

## **18. No Assignment**

Neither party may assign or delegate 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, or sale of substantially all of its assets.

**COMPANY AUTHORIZED SIGNATORY**

**ADVISOR'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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