

STARTUP ADVISORY BOARD AGREEMENT

Location: _____ Date: _____

Parties:

This Startup Advisory Board Agreement (the "Agreement") is made by and between:

Company Name: _____

A Delaware corporation with its principal place of business at: _____

AND

Advisor Name: _____

An individual residing at: _____

1. Appointment

The Company hereby appoints Advisor to serve on its Advisory Board, and Advisor accepts such appointment, subject to the terms and conditions set forth in this Agreement.

2. Term

This Agreement shall commence on the Effective Date and continue until terminated by either party upon thirty (30) days prior written notice.

3. Duties and Responsibilities

Advisor shall provide strategic advice, mentoring, introductions, and other services as reasonably requested by the Company. Advisor agrees to act in the best interests of the Company and to maintain confidentiality of all proprietary information.

4. Compensation

As consideration for the services, Advisor shall receive equity in the Company pursuant to a separate equity grant agreement and shall not be entitled to cash compensation unless otherwise agreed in writing.

5. Confidentiality

Advisor shall keep confidential all non-public information disclosed by the Company and shall not disclose such information to any third party without prior written consent, except as required by law.

6. Intellectual Property

Any inventions, discoveries, works of authorship, or other intellectual property developed by Advisor in connection with providing services hereunder shall be the sole property of the Company. Advisor hereby assigns all rights, title, and interest in such intellectual property to the Company.

7. No Conflict

Advisor represents that acceptance of this Agreement does not violate any other agreement to which Advisor is a party.

8. Indemnification

The Company agrees to indemnify Advisor to the fullest extent permitted by law against any losses or liabilities incurred by Advisor arising from Advisor's service on the Advisory Board, except due to gross negligence or willful misconduct.

9. Independent Contractor

Advisor's relationship with the Company is that of an independent contractor, and nothing herein shall be construed to create an employment, partnership, or joint venture relationship.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

11. Entire Agreement

This Agreement, together with any attached exhibits or schedules, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

12. Amendment

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

13. Severability

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

14. Notices

All notices shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or by nationally recognized overnight courier to the addresses provided by the parties.

15. Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of any subsequent breach.

16. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

17. No Fiduciary Duty

Advisor shall have no fiduciary duty to the Company beyond the express terms of this Agreement.

18. Liability Limitation

In no event shall Advisor be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement.

19. Compliance with Laws

Both parties shall comply with all applicable federal, state, and local laws, rules, and regulations in connection with this Agreement.

20. Execution

The parties have executed this Agreement as of the Effective Date in counterparts, including by electronic signature and PDF, each of which shall be deemed an original.

COMPANY AUTHORIZED SIGNATURE

ADVISOR SIGNATURE

Signature: _____

Signature: _____

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