

# ADVISOR AGREEMENT

This is a customizable starting template, not a finished legal document. This document type carries significant legal and/or financial consequences and varies substantially by jurisdiction. Having a licensed attorney review it before use is strongly recommended. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Advisor Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[ADVISOR NAME], an individual residing at [ADVISOR ADDRESS] (the "**Advisor**").

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

**Recitals.** The Company is building [DESCRIBE BUSINESS] and wishes to benefit from the Advisor's experience, judgment, and network. The Advisor is willing to provide strategic advice and guidance to the Company on the terms below, including, where applicable, in exchange for equity compensation. The Parties intend that the Advisor serve as an independent advisor and not as an employee. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Advisory Services

**1.1 Services.** The Advisor will provide strategic advice, mentorship, and introductions in the area of [ADVISOR EXPERTISE, e.g. product, go-to-market, finance] (the "**Advisory Services**"), including [DESCRIBE EXPECTED ACTIVITIES, e.g. monthly strategy calls, periodic reviews, introductions to potential customers or investors].

**1.2 Time commitment.** The Advisor will make reasonable efforts to devote approximately [NUMBER] hours per [month / quarter] to the Advisory Services. The Advisor controls the manner and means of performing the Advisory Services and may decline any specific request inconsistent with this Agreement.

**1.3 Availability.** The Advisor will be reasonably available by [phone / email / video] and will use good-faith efforts to respond to the Company's reasonable requests in a timely manner.

**1.4 No authority.** The Advisor has no authority to bind the Company, enter contracts, incur obligations, or hold the Advisor out as an officer, employee, or agent of the Company, and will not do so.

## 2. Independent Contractor Status

**2.1 Relationship.** The Advisor is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship. The Advisor is not entitled to employee benefits.

**2.2 Taxes.** The Advisor is solely responsible for all taxes on amounts or equity received under this Agreement. The Company will report payments and equity as required by applicable law. The Advisor should consult a tax advisor; the tax treatment of equity grants is significant and depends on the Advisor's personal circumstances.

**2.3 Own expenses.** Except for expenses pre-approved in writing, the Advisor is responsible for the Advisor's own expenses incurred in performing the Advisory Services.

### 3. Compensation

**3.1 Equity compensation.** As consideration for the Advisory Services, the Company will grant the Advisor an equity award of **[NUMBER OF SHARES / PERCENT]** of the Company's **[common stock / options / restricted stock units]**, subject to the terms of the Company's **[EQUITY INCENTIVE PLAN]** and a separate grant agreement, which controls in the event of any conflict regarding the equity.

**3.2 Vesting.** The equity will vest over **[NUMBER] [months / years]** in equal **[monthly / quarterly]** installments beginning on the Effective Date, subject to the Advisor's continued service, with **[any cliff or single-trigger acceleration to be specified in the grant agreement]**.

**3.3 Cash compensation (optional).** **[IF APPLICABLE: The Company will pay the Advisor [AMOUNT] per [meeting / month], invoiced and paid within [NUMBER] days. DELETE IF EQUITY-ONLY.]**

**3.4 Expense reimbursement.** The Company will reimburse the Advisor for reasonable, pre-approved, documented out-of-pocket expenses incurred in performing the Advisory Services.

**3.5 Securities compliance.** Any equity issued under this Agreement is issued in reliance on exemptions from registration. The Advisor represents that the Advisor is acquiring the equity for investment and not with a view to distribution, and the Advisor understands the equity is subject to transfer restrictions and may have no liquid market.

### 4. Confidentiality

**4.1 Confidential Information.** "**Confidential Information**" means non-public information the Advisor learns from or about the Company, including business and financial plans, product roadmaps, customer and investor information, and technical information, whether or not marked confidential.

**4.2 Obligations.** The Advisor will hold Confidential Information in confidence, use it only to provide the Advisory Services, and not disclose it to any third party, both during the term and after it ends, until the information ceases to be confidential through no fault of the Advisor.

**4.3 Exclusions.** Confidentiality obligations do not apply to information that is or becomes public through no fault of the Advisor, was rightfully known to the Advisor without restriction, is rightfully received from a third party, or is independently developed without use of the Confidential Information.

**4.4 Return.** On the Company's request or on termination, the Advisor will return or destroy Confidential Information in the Advisor's possession, except copies retained in routine backups or as required by law.

### 5. Intellectual Property

**5.1 Assignment.** The Advisor assigns to the Company all right, title, and interest in any inventions, work product, or materials the Advisor creates specifically for the Company within the scope of the Advisory Services ("**Work Product**"), and will assist the Company, at the Company's expense, to perfect those rights.

**5.2 Advisor background IP.** The Advisor retains ownership of intellectual property the Advisor owned or developed before this Agreement or independently of it. To the extent any such material is incorporated into Work Product, the Advisor grants the Company a non-exclusive, perpetual, royalty-free license to use it as part of the Work Product.

**5.3 Residual knowledge.** Nothing prevents the Advisor from using the general skills, knowledge, and experience the Advisor develops, provided the Advisor does not use or disclose the Company's Confidential Information.

## 6. Other Activities and Conflicts

**6.1 Outside activities.** The Company acknowledges that the Advisor advises and works with other companies. The Advisor may continue those activities, provided they do not breach this Agreement or the Advisor's confidentiality obligations.

**6.2 Conflicts of interest.** The Advisor will disclose to the Company any actual or potential conflict of interest, including advising a direct competitor of the Company. **[OPTIONAL: The Advisor will not advise a company that directly competes with the Company in [DEFINED FIELD] during the term — discuss scope with counsel, as restrictions vary by jurisdiction.]**

## 7. Term and Termination

**7.1 Term.** This Agreement begins on the Effective Date and continues for **[NUMBER] [months / years]**, unless terminated earlier under this Section.

**7.2 Termination.** Either Party may terminate this Agreement at any time, with or without cause, on **[NUMBER, e.g. 30]** days' written notice.

**7.3 Effect on equity.** On termination, the Advisor's equity stops vesting as of the termination date, and any unvested equity is forfeited, except as the grant agreement provides. Vested equity remains subject to the plan and grant agreement, including any repurchase rights and exercise deadlines.

**7.4 Survival.** Sections 4, 5, 8, and 9, and any accrued payment obligations, survive termination.

## 8. Limitation of Liability

**8.1 No warranty of outcomes.** The Advisor provides advice in good faith but does not guarantee any particular result. The Company is responsible for its own business decisions.

**8.2 Cap.** To the fullest extent permitted by law, the Advisor's total aggregate liability arising out of or related to this Agreement will not exceed the value of the compensation actually received by the Advisor under this Agreement, except for breaches of confidentiality, violations of law, or willful misconduct.

**8.3 No indirect damages.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages arising out of this Agreement, except in connection with the excluded matters in Section 8.2.

## 9. General Provisions

**9.1 Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

**9.2 Assignment.** The Advisor may not assign this Agreement. The Company may assign it to a successor in connection with a merger, acquisition, or sale of substantially all assets.

**9.3 Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

**9.4 Entire agreement; amendment.** This Agreement, together with the equity grant documents, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a

writing signed by both Parties.

9.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**COMPANY**

**ADVISOR**

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

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

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: N/A

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

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

*Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.*