

BUSINESS ADVISORY RELATIONSHIP AGREEMENT

This Business Advisory Relationship Agreement (the "Agreement") is entered into and made effective as of _____, by and between:

Company: _____, a corporation organized and existing under the laws of _____, with its principal place of business at _____ (hereinafter referred to as the "Company"),

AND

Advisor: _____, an individual residing at _____ (hereinafter referred to as the "Advisor").

1. Engagement and Services

The Company hereby engages the Advisor, and the Advisor hereby accepts such engagement, to provide advisory and consulting services to the Company. The Advisor shall perform the following services (the "Services"):

2. Term and Termination

This Agreement shall commence on the effective date written above and shall continue until _____, unless terminated earlier. Either party may terminate this Agreement at any time, with or without cause, by providing _____ days' prior written notice to the other party.

3. Compensation

As consideration for the Services rendered by the Advisor, the Company shall pay and provide the following compensation:

- a. **Advisory Fee:** The Company shall pay the Advisor _____ per _____.
- b. **Equity/Options:** Subject to approval by the Company's Board of Directors, the Advisor shall be granted _____.
- c. **Expenses:** The Company shall reimburse the Advisor for all reasonable, pre-approved business expenses incurred in connection with the performance of the Services.

4. Independent Contractor Relationship

The Advisor's relationship with the Company is that of an independent contractor, and nothing in this Agreement shall be construed to create an employer-employee, partnership, or joint venture relationship. The Advisor is not authorized to bind the Company or incur obligations on the Company's behalf.

5. Confidentiality

The Advisor agrees that during the term of this Agreement and thereafter, the Advisor will keep confidential and not disclose, use, or divest for the benefit of any third party, any proprietary or confidential information of the Company without the prior written consent of the Company.

6. Intellectual Property

Any and all deliverables, materials, inventions, or work product developed by the Advisor in the course of performing the Services under this Agreement shall belong exclusively to the Company.

7. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, representations, and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Business Advisory Relationship Agreement as of the date first written above.

COMPANY:

ADVISOR:

By (Signature)

Signature

Name:

Name:

Title:

Date: