# Advisor Agreement Template

Introductory Note: When drafting an advisor agreement, it is important to clearly define exactly what services and compensation are expected. Any such agreement should NOT define the services in the following manner:

> *Company has retained the Advisory Board Member to provide advisory services (herein the "Services") required of an Advisory Board Member.*

This is the language that appears in the most common advisor agreement in circulation in the blockchain/crypto startup ecosystem. It is the **only** time that the agreement defines the services.

Nobody should sign this agreement. 😐

**Nobody.** 😑

But apparently everybody does. 🤓

And then for some strange reason, founders who sign it wonder why advisors aren't doing any work. 🤔

And advisors who sign it wonder why they aren't getting paid. 🤔

The reason, of course, is because the description of the "services" means absolutely **nothing**. There is no generally accepted industry standard for what is "required of an Advisory Board Member" in the blockchain startup ecosystem or anywhere else for that matter.

So, if someone presents you with an agreement with the same language as above, you should immediately **tear it up, throw it in their face, laugh at them, and present them with an agreement that doesn't suck**.

And make sure the services expected of the advisor are clearly spelled out in the agreement.

And make sure all of the compensation that the advisor will be receiving is clearly spelled out in the agreement.

And most important of all, remember that this advisor agreement template is being provided by **Gulovsen Law Office** for educational, informational, and entertainment purposes only, without any express or implied warranty of any kind, including warranties of accuracy, completeness, or fitness for any particular purpose. It is not intended to be, and does not, constitute legal, financial, investment, trading, or any other advice nor does it in any way establish a lawyer-client relationship between you or anyone at **Gulovsen Law Office**. You should not use this agreement or make any decision, legal or otherwise, based on any of the information presented without first consulting a licensed attorney. You understand and agree that you use this form and any information on it at your own risk.

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# ADVISOR AGREEMENT

This Advisor Agreement (the "**Agreement**") is entered into on the date appearing on the signature page below (the "**Effective Date**") by and between the undersigned company (the "**Company**") and the undersigned independent advisor (the "**Advisor**") (collectively referred to as the "**Parties**").

The Parties hereby agree as follows:

1. Services. Advisor agrees to act as a mentor and advisor to the Company and provide those services to the Company as further described on *Schedule A* attached hereto (collectively, the "**Services**").

2. Compensation. In consideration for providing the Services, Advisor shall be entitled to receive the specific compensation indicated on *Schedule B* attached hereto.

3. Expenses. Company shall reimburse Advisor for reasonable travel and related expenses incurred while performing the Services, provided, however, that any such expenses must first be submitted by Advisor via email including the nature of the expense and a maximum amount to the Company for pre-approval. Under no circumstances shall Company be obligated to reimburse any expenses unless submitted for pre-approval by Advisor and explicitly approved in writing by Company *prior* to such expenses being incurred.

4. Term and Termination. The term of this Agreement shall continue for a period of _____ [weeks/months/years] from the Effective Date unless terminated by either party for any reason upon _____ (___) days prior written notice without further obligation or liability. In the event of termination of this Agreement, the Parties are free to negotiate a new written agreement.

5. Independent Contractor. Advisor's relationship with the Company will be that of an independent contractor and not that of an employee. Advisor will not be eligible for any employee benefits, nor will the Company make deductions from payments made to Advisor for employment or income taxes, all of which will be Advisor's responsibility. Nothing in this Agreement is meant to engage Advisor to underwrite, purchase, place, or cause the placement of any securities or indebtedness or to advise the Company or negotiate on behalf of the Company in connection with any sale of any securities or its business or assets or in connection with any merger, consolidation or similar transaction. Advisor will have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.

6. Nondisclosure of Confidential Information.

    a. Agreement Not to Disclose. Advisor agrees not to use any Confidential Information (as defined below) disclosed to Advisor by the Company for Advisor's own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Services. Advisor agrees to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company to prevent it from falling into the public domain or the possession of persons other than agents of the Company or persons to whom the Company consents to such disclosure. Upon request by the Company, any materials or

documents that have been furnished by the Company to Advisor in connection with the Services shall be promptly returned by Advisor to the Company.

b. Definition of Confidential Information. "**Confidential Information**" means any information, technical data or know-how (whether disclosed before or after the date of this Agreement) which is marked as "confidential" or "proprietary" or would appear to a reasonable person to be confidential or proprietary under the circumstances, including, but not limited to, information relating to business and product or service plans, financial projections, customer lists, business forecasts, sales and merchandising, human resources, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, or any other type of information that relates to engineering, marketing or finance. Confidential Information does not include information, technical data or know-how that: (i) is in the possession of Advisor at the time of disclosure, as shown by Advisor's files and records immediately prior to the time of disclosure; or (ii) becomes part of the public knowledge or literature, not as a direct or indirect result of any improper inaction or action of Advisor. Notwithstanding the foregoing, Advisor may disclose Confidential Information with the prior written approval of the Company or pursuant to the order or requirement of a court, administrative agency or other governmental body.

c. No Rights Granted. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of the Company, nor shall this Agreement grant Advisor any rights in or to the Company's Confidential Information, except the limited right to use the Confidential Information in connection with the Services.

d. Assignment of Intellectual Property. To the extent that Advisor jointly or solely conceives, develops or reduces to practice any new inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws or other intellectual property which would be deemed to be Confidential Information of the Company (collectively, "**Intellectual Property**") which clearly relates to the Company's business or technology and has been created by Advisor solely in the course of the performance of Services, including anything appearing in correspondence, emails, or notes taken during meetings relating to the Company, Advisor hereby acknowledges that it is "work made for hire" for the benefit of the Company and hereby assigns all rights, titles and interest in such Intellectual Property to the Company.

e. Right to Disclose. Both parties shall have the right to disclose the existence of the cooperation, Advisor's status as an advisor to the Company, and the Company shall have the right to include Advisor's name, image, likeness and profile in various promotional materials, including, but not limited to, executive summaries and websites.

f. Duty to Assist. As requested by the Company and only with respect to Intellectual Property created by Advisor for the Company as provided in subparagraph d above, Advisor shall take all steps reasonably necessary to assist the Company in obtaining and enforcing in its own name any such Intellectual Property right. Advisor's obligation to assist the Company shall continue beyond the termination

of Advisor's relationship with the Company, but the Company shall compensate Advisor at a reasonable rate after the termination of such relationship for time actually spent at the Company's request providing such assistance.

7. No Conflicts. Advisor represents that Advisor's compliance with the terms of this Agreement and provision of Services hereunder will not violate any duty which Advisor may have to any other person or entity (such as a present or former employer), and Advisor agrees that Advisor will not do anything in the performance of Services hereunder that would violate any such duty. In addition, Advisor agrees that, during the term of this Agreement, Advisor shall promptly notify the Company in writing of any direct competitor of the Company for which Advisor is also performing services. It is understood that in such event, the Company will review whether Advisor's activities are consistent with Advisor remaining as an advisor of the Company.

8. Miscellaneous. Any term of this Agreement may be amended or waived only with the written consent of the parties. This Agreement, including any schedules hereto, constitute the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of _____, without giving effect to the principles of conflict of laws.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of _____.

(Date)

| **Company** | | **Advisor** |
|---|---|---|
| By: | _____ | By: _____ |
| Name: | _____ | Name: _____ |
| Email: | _____ | Email: _____ |

## Schedule A

## Advisor's Services

During the term of this Agreement, Advisor agrees to perform the following services for the Company as consideration for the compensation described in Schedule B:

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.
6. _____.
7. _____.

Initialed by: _____ (Company) _____ (Advisor)

## Schedule B

## Advisor's Compensation

The Company agrees to provide the following compensation to Advisor as consideration for performing the services described in *Schedule A*:

1. Compensation.

    a. _____

    b. _____

    c. _____

    d. _____

2. Assumption of Risk. Advisor understands and assumes the risk that the market value of any cryptocurrency (including _____ tokens) received may vary significantly over the term of this Agreement, and as a result may be far below the value they had on any day between the Effective Date and the day they are received. Advisor agrees not to hold the Company or any of its officers, directors, employees or agents liable for any decrease in value of any cryptocurrency (including _____ tokens) received under any circumstances.

3. Non-Performance. Notwithstanding anything to the contrary in the previous sections of this Schedule B, Advisor shall receive no further compensation if Advisor fails to successfully perform all of the services described in Schedule A prior to _____.

Initialed by: _____ (Company) _____ (Advisor)