[Company]

[Prospective-board-member]

[Date]

Dear Mr.[Prospective-board-member-lastname]:

[Company] (the “**Company**”) is pleased to memorialize the terms and conditions of your offer, effective as of August 30, 2022 or upon your formal acceptance, as follows:

1. Position. You agree to serve as a member of the Company’s Board of Directors (the “**Board**”), subject to your appointment and any required shareholder approval. The following outlines certain of your responsibilities as a member of the Board, which responsibilities will commence as soon therefore as Board of Director approval is obtained:

Generally: You shall have all responsibilities of a Director of the Company imposed by Washington or applicable law, the Certificate of Incorporation, as may be amended from time to time, and Bylaws, as may be amended from time to time, of Company. These responsibilities shall include, but shall not be limited to, the following:

* Attendance: Use best efforts to attend scheduled meetings of the Board;
* Act as a Fiduciary: Represent the shareholders and the interests of Company as a fiduciary; and
* Participation: Participate as a full voting member of the Board in setting overall objectives, approving plans and programs of operation, formulating general policies, offering advice and counsel, serving on Board Committees, and reviewing management performance.

As a member of the Board, you agree to execute an acknowledgement in the form attached hereto.

Compensation. In consideration for your joining the Board, the Company will grant to you Options of Common Stock in after you review the proposed Stock Option Plan by management; management intends to present a plan which would vest annually over four years; provided, however, that upon the closing of a change of control, the remaining unvested portion of the Options shall become fully vested and exercisable. The Option grant will be made subject to the terms and conditions of the Company’s stock option plan. In addition, there will be cash compensation, paid quarterly in arrears of which again, the management will propose, however it is expected to be about $50,000.00 payable in Ethereum ERC-20 DAI.

3. Indemnification. You will be indemnified to the fullest extent provided by the Company’s corporate documents as in effect from time to time, subject to your execution of applicable undertakings, as provided by such corporate documents.

We hope that you find the foregoing terms acceptable. You may indicate your acceptance of this offer by signing below and returning one copy of this offer to me.

[Signature Pages to Follow]

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| By: |  |  |
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I have read and accept this letter agreement.

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| By: |  |  |
|  |  | |
| Name: |  |  |
|  |  | |
| Date: |  |  |

**Enclosure**:

Certificate of Incorporation

Bylaws

Non-Disclosure Agreement

Consulting Agreement

Indemnification Agreement

Stock Option Agreement