ABCNovo is an electronic platform facilitating the exchange of strategic business advice amongst founders of start-up and accelerated growth companies (“Founders”) and knowledgeable and experienced business professionals who have succeeded in their own start-up and accelerated growth companies (in general, the “Advisors”) and other professionals possessing experience in key areas to help grow Founders’ businesses (“Experts”). Reference is made to the ABCNovo Services Agreement, dated [ ], (the “Services Agreement”) which forms the basis for the Shares (as defined below), and no provision in herein shall affect the validity of any of the terms and conditions in the Services Agreement.

Whereas, [Company] (the “Company”) desires to engage the services of [name of Advisor] (the “Advisor”);

Whereas, Advisor desires to provide its services to Company; and

Now, therefore, be it, the parties agree to the following terms and conditions (the “Agreement”):

**Services**. Advisor shall devote its commercially reasonable efforts to help Company’s business and present Company to other Advisors, Experts and other key contacts.

**Compensation**. Advisor acknowledges that its sole compensation for providing its services to Company shall be [X%] of the total common shares outstanding of Company (“Shares”). Advisor acknowledges that the Shares are fair and adequate compensation for the services it will provide to Company. Advisor further acknowledges that its interests are separate and distinct from Company, its directors, officers, Founder, employees, consultants and agents and neither Company nor its directors, officers, Founder, employees, consultants or agents shall owe any fiduciary duties to Advisor; and further, Advisor accepts the risks inherent in devoting its time and resources in exchange for the Shares.

**Economic rights**. Advisor’s interests in the Shares are economic only. Advisor shall receive the economic benefits to the Shares, but shall have no other rights, including, but not limited to, voting rights. Company shall reasonably inform Advisor from time to time on when such Shares may be redeemed for cash by Advisor or any other stockholder issues that may effect the price per share of the common stock. Any questions about the Shares, Advisor shall direct such questions to the appropriate contact at the Company.

**Quitclaim assignment**. Company quitclaims, assigns, transfers to Advisor, its successors, legal representatives and assigns, any economic rights to the Shares. As part of this quitclaim assignment to Advisor, Company represents it owns beneficially and of record, and has good and valid title to the Shares without any liens, encumbrances or other restrictions to assign such economic rights to Advisor.

**Accredited Investor**. Advisor is an “Accredited Investor” as such term in defined by the Securities and Exchange Commission (“SEC”) in Rule 501 of Regulation D under the Securities Act of 1933, as amended. Please click on the link for a definition of “Accredited Investor” [insert link]. Advisor is solely responsible for its determination of being an Accredited Investor.

**Confidentiality; Non-Solicitation**. Advisor shall receive confidential information submitted by Company over the platform and shall use its discretion to share such information to Experts on a “need-to-know” basis. Advisor agrees not to send or republish any information on a third party website, platform or any other medium outside of ABCNovo platform without the express written consent of Company. For so long as Advisor owns the economic rights of the Shares, Advisor shall not, for any reason, (i) solicit any of Company's employees, officers, or directors to work for any Person, or (ii) hire any of Company's employees, officers or directors to work for any Person without the express written consent of Company.

**Limitation of liability**. In no event shall either party be liable to the other party for any indirect, incidental, special, or consequential damages of any kind or nature whatsoever, including without limitation, loss of profits or other economic loss; provided, however, that neither party’s liability shall be so limited in the event such damages arise directly from such party’s fraud, gross negligence or willful misconduct. The collective liability of either party of this Agreement shall be limited to the total market value of the Shares.

**Electronic Signature**. Each of the parties agrees that its electronic signature is the legal equivalent of its respective manual signature to this Agreement. Each of the parties agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide to the other, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes its signature (“E-Signature”), acceptance and agreement as if actually signed by such party. Each of the parties further agree that no certification authority or other third party verification is necessary to validate such E-Signature and that the lack of such certification or third party verification will not in any way affect enforceability of its respective E-Signature for this Agreement and any other agreements entered amongst the parties.

**Miscellaneous**.

1. Governing Law. This Agreement shall be construed and its validity determined by the laws of the State of New York and any applicable federal law, rules or regulations, without regard to the conflict of law provisions of any jurisdiction. Venue for any dispute shall be in New York County, New York.
2. Assignment. This Agreement may not be assigned by either party without first obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld.
3. Status as Independent Contractor. In the performance of this Agreement, Advisor shall at all times be and shall act as an independent contractor.
4. Notices. The parties agree to consent to receive notices pursuant to this Agreement and to conduct business electronically through the current email of the respective party. A courtesy copy of any notices to a party shall be sent by certified mail, return receipt requested to the address first indicated on this Agreement or any other address that the party provides in writing, electronically or otherwise, as its current address to receive such written notices.
5. Severability; No Third Party. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other governmental body of competent jurisdiction, then the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected. This Agreement shall not confer upon any third party any rights or remedies hereunder other than the parties hereto.
6. Mediation. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration. Each party shall bear its own costs and split the mediation fees.
7. **Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in New York, New York, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Expedited Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction.** **Each party shall bear its own costs and split the arbitration fees.**

[Date]

[Company]

[E-Signature]

[Advisor]

[E-Signature]