TO: Advisors and Company Execs

Before printing and executing the agreement, review the following:

If you are signing for the Company you…

* have the capability of granting options and/or shares, subject to final BOD approvals, on behalf of the Company.
* have the authority to sign on behalf of the Company.
* should also make, if applicable, an 83(b) form, and optionally a 1099 form, available to the Advisor and facilitate its filing to the federal government. Advisor should make a W-9 form available, if cash is part of the consideration.  [Orrick.com](https://www.orrick.com/Practices/Emerging-Companies/Startup-Forms/Pages/Forms-Founders.aspx) has a very good library of resources.

Both parties recognize…

* Company has bylaws and an existing stock option agreement.  The assumption is the Advisor will sign the standard stock or stock option agreement, sometime after the issuance is approved at next Board of Directors meeting, and fully comply with it with the exception of the vesting schedule.
* Bad Ass Advisors is an independent entity and is not a party to this agreement outside of in the future offering non-binding arbitration in the event there is a dispute around early termination for whatever reason.
* to make an advisory relationship work; the Company and The Advisor need to invest the necessary time and energy to understand the Company’s business, work style and work style of the Advisor. Not investing the energy upfront, may lead to disappointing results later on

Good luck.

Mark and the Bad Ass Advisors team

**bad ass AdvisorS standard advisor Agreement**

This Advisor Agreement (this “Agreement”) is entered into as of «DATE» between «COMPANY NAME», a «DELAWARE COMPANY» (“Company”) and «ADVISOR NAME» (“Advisor”).

The parties agree as follows:

1. **Services.**  Advisor agrees to provide advisory services to Company from time to time, including attending and participating in meetings with Company, and collaborating and providing advice and assistance to Company as is mutually agreed by the parties, as described in the Service Level Agreement attached as Exhibit A (collectively, the “Services”).

2. **Term and Termination.** This Agreement shall be for a period of four (4) years; provided, however, that this Agreement may be terminated by either party (a) during the first thirty (30) days after the date hereof without any liability or obligation to the other, (b) upon sixty (60) days prior written notice, for any reason without further obligation or liability, or (c) immediately in the event of a material breach of the terms hereof, provided that the breaching party shall be provided thirty (30) days to cure such breach. In the event of termination by Company pursuant to clause (b), Advisor shall not be required to continue to provide services following receipt of notification of termination, but shall continue to vest during the sixty (60) days after receipt of such notice. Following full vesting of the Shares, other than in connection with a Liquidity Event (i.e., at the end of 24 months), Advisor agrees to make him or herself reasonably available as a resource to Company, as described in Service Level Agreement. Should either party terminate this agreement early and a dispute arises; Bad Ass Advisor will, as a non-binding arbitrator and independent entity, mediate and attempt to seek a fast, amicable settlement.

3. **Compensation.**

a. Shares. Advisor shall not be paid for the Services performed hereunder, unless as indicated in Exhibit A. However, subject to approval by Company’s Board of Directors, Company will issue to Advisor an option (the “Option”) pursuant to its Equity Incentive Plan or a resolution of the Board to purchase a number of shares of common stock in Company (“Shares”) equal to the product of the total number of Basis Points set forth on Exhibit A and the number of Fully Diluted Shares of Company on the date hereof.

b. Terms of Option. The agreement granting the Option (the “Stock Option Agreement”) will provide (a) an exercise price equal to the fair market value of the Shares on the date of grant, as reasonably determined by Company’s Board, and (b) a right to purchase Shares at any time after the date hereof and the date which is the earlier of 10 years after grant and the occurrence of a Liquidity Event (subject to the Company’s right to repurchase unvested Shares following the termination of this Agreement). Company agrees to use commercially reasonable efforts to obtain Board approval and document the Option within thirty (30) days after the date hereof.

c. Vesting. The Shares will vest quarterly at the rate of 1/16th of the total number of Shares on the date which is three Months after the date hereof, and 1/16th on each quarterly anniversary thereof until all Shares are vested, or if the Company so elects, 1/16th of the total number of Shares on the date which is three Months after the date hereof, and 1/24th on the first day of each calendar month thereafter until all Shares are vested, in each case based upon Advisor’s continued service to Company, as provided in this Agreement and as specified in the Stock Option Agreement.

d. Accelerated Vesting. 100% of any unvested Shares shall vest immediately prior to any Liquidity Event, provided this Agreement was not terminated more than 30 days prior to such Liquidity Event.

e. Definitions. As used in this Agreement,

(i) “Fully Diluted Shares” shall mean the sum of (1) all shares of capital stock (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, and (2) all shares of capital stock reserved and available for future grant under any equity incentive or similar plan of Company; and

(ii) “Liquidity Event” shall mean an event giving rise to a right of preferred shareholders of Company to receive their liquidation preference, or if Company does not have any authorized series of preferred stock, (x) the liquidation, dissolution or winding up of Company, (y) the acquisition of Company by means of any transaction or series of related transactions (including, without limitation, any reorganization, stock acquisition, merger or consolidation) provided that the applicable transaction shall not be deemed a Liquidity Event unless Company's shareholders constituted immediately prior to such transaction (by virtue of outstanding securities of Company held by such shareholders immediately prior to such transaction or series of related transactions) hold less than 50% of the voting power of the surviving or acquiring entity, or (z) a sale or exclusive license in one transaction or a series of related transactions of all or substantially all of the assets of Company.

4. **Expenses.** Company shall reimburse Advisor for reasonable travel and related expenses incurred in the course of performing Services hereunder, provided, however, that any expenses in excess of $500 shall be approved in advance in writing by Company.

5. **Independent Contractor**. Advisor’s relationship with 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 Company make deductions from payments made to Advisor for employment or income taxes, all of which will be Advisor’s responsibility. Advisor will have no authority to enter into contracts that bind Company or create obligations on the part of Company without the prior written authorization of Company. Advisor shall provide Company with a validly executed IRS Form W-9 as promptly as possible after execution of this Agreement.

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 shall not disclose or permit disclosure of any Confidential Information of the Company to third parties. Advisor agrees to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Advisor further agrees to notify the Company in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Company’s Confidential Information which may come to Advisor’s attention.

(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), 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, engineering, marketing or finance to be confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Confidential Information does not include information, technical data or know-how which: (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.

(c) Exceptions. Notwithstanding the above, Advisor shall not have liability to the Company or any of its subsidiaries with regard to any Confidential Information of the Company which Advisor can prove:

(i) is disclosed with the prior written approval of the Company;

(ii) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Advisor shall provide prompt notice of such court order or requirement to the Company to enable the Company or its appropriate subsidiary to seek a protective order or otherwise prevent or restrict such disclosure.

7. **No Duplication; Return of Materials.** Advisor agrees, except as otherwise expressly authorized by the Company, not to make any copies or duplicates of any the Company’s Confidential Information. 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, accompanied by all copies of such documentation, within ten days after (a) the Services have been concluded or (b) the written request of the Company.

8. **No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of Company, nor shall this Agreement grant Advisor any rights in or to Company’s confidential information, except the limited right to use such confidential information in connection with the Services.

9. **Assignment of Ideas and Suggestions.** To the extent that, in the course of performing the Services, Advisor provides Company with any ideas or suggestions, Advisor agrees that Company shall have no obligation to compensate Advisor for such ideas or suggestions and Advisor further agrees to assign to Company all right, title and interest to any such ideas and suggestions which were delivered in writing (including an email) and which relate at the time of delivery to the actual or reasonably anticipated business of Company (“Ideas”).

10. **Duty to Assist.** If requested by Company, Advisor shall take all steps reasonably necessary to assist Company in obtaining and enforcing in its own name any patent, copyright or other protection related to Ideas which Company elects to obtain or enforce for its inventions, original works of authorship, developments, concepts, know-how, improvements and trade secrets. Advisor’s obligation to assist Company in obtaining and enforcing patents, copyrights and other protections shall continue beyond the termination of Advisor’s relationship with Company, but Company shall compensate Advisor at a reasonable rate after the termination of such relationship for time actually spent at Company’s request providing such assistance.

11. **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), including obligations concerning providing services to others, confidentiality of proprietary information and assignment of inventions, ideas, patents or copyrights. Advisor also agrees that Advisor will not do anything in the performance of Services hereunder that would violate any such duty.

12. **Settlement of Disputes**.In the event of any dispute between Advisor and Company regarding assignment of Ideas, vesting or any other aspect of their relationship, each of Advisor and Company agree to participate in mediation or similar resolution process with the other, which process will be conducted by Bad Ass Advisors, Inc., or by a third party selected by Bad Ass Advisors, Inc., without charge to Company or Advisor.

13. **Miscellaneous.** Any term of this Agreement may be amended or waived only with the written consent of the parties. This Agreement, including any exhibits hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party’s address or facsimile number as set forth below, or as subsequently modified by written notice.The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State in which Company is incorporated or otherwise formed, without giving effect to the principles of conflict of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

The parties have executed this Agreement as of the date first written above.

Advisor «ADVISOR NAME»Company «COMPANY NAME»

Signature Signature

Name:

Title:

Address: Address:

Email Address: Email Address: