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# Advisory Board Agreement Template

Name of Project: \_\_\_\_\_

We I, \_\_\_\_\_, the Principal Investigator, and \_\_\_\_\_, the undersigned researchers for the

above-referenced project, agree to abide by Arizona Revised Statutes to protect the confidentiality of the data provided and the privacy of the human subjects under this study. These statutes and rules prohibit the following:

1. Disclosure in published results of the study or in communication with others of the name, address, or any other personally identifiable information of any individual identified on a vital record or other record provided by the Department;
2. Contact with any individuals named on a vital record or other record provided by the Department without prior permission from the State Registrar;
3. Delivery of confidential information to other persons not identified specifically in the submission to the HSRB as being connected with the study; and
4. Use of vital record information or other records provided by the Department in any way that may violate the privacy of any individual named on a vital record or other record provided by the Department or cause embarrassment to the registrant or the registrant's family.

After the HSRB approves a submission, any requests for ADHS-maintained data must be signed by an individual who signed the Confidentiality Statement.

### ACKNOWLEDGEMENT:

We I understand the above requirements and agree to maintain the confidentiality of the vital records, records which have been provided by the Department, or other data related to the above project by appropriately protecting all electronic and paper data during the conduct of the project, as described in the submission.

We I agree to destroy all personally identifiable information provided by ADHS or derived from information provided by ADHS upon completion of the study, as described in the submission. We I further agree to submit to ADHS through the Human Subjects Review Board (HSRB), immediately upon the conclusion of the project and the destruction of records, a written statement setting forth the specific date and the method of destruction used to destroy the vital records or other ADHS-provided records (Certificate of Destruction Form).

We I understand that for a project using personally identifiable information, a request must be submitted to the HSRB for another review at least 30 days before a change in the protocol for the project is implemented, the data is modified in any way, or the expiration of the HSRB's approval period. If the personally identifiable information provided by ADHS is to be kept for more than 5 years from the date of the HSRB's approval, the project must be re-submitted to the HSRB for another review approval.

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**SAMPLE COMPANY, INC.**  
**ADVISORY BOARD CONSULTING AGREEMENT**

This ADVISORY BOARD CONSULTING AGREEMENT (the "Agreement") is made as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between Sample Company, Inc., a Delaware corporation (the "Company"), and \_\_\_\_\_ ("Consultant").

**RECITALS**

The Company desires to retain Consultant as a member of its Advisory Board, and Consultant is willing to serve on the Company's Advisory Board pursuant to the terms of this Agreement.

NOW, THEREFORE, Consultant and the Company agree as follows:

- 1. Description of Services.** The Company hereby retains Consultant as a member of its Advisory Board. Consultant hereby agrees to act in such capacity and to assist the Company as both parties may, from time to time, see fit (collectively, the "Services"). The Consultant will make himself available to all senior management members of the Company on an as-needed basis, up to 5 hours per month of advice and counsel on user interface, interaction design, and visual design. The Consultant agrees to use reasonable efforts to attend all Advisory Board meetings.
- 2. Term.** This Agreement will become effective as of the Effective Date and will continue until terminated. Either party may terminate this Agreement, for any reason or no reason, upon ten (10) days written notice to the other party. Notwithstanding the foregoing, Company may terminate this Agreement immediately upon providing written notice to Consultant if Consultant materially breaches this Agreement.
- 3. Compensation.**
  - (a) Equity Incentive.** The Company agrees to recommend to the Company's Board of Directors that the Company grant Consultant \_\_\_\_\_ (\_\_\_\_\_) shares of the Company's common stock (the "Shares"). All of the Consultant's rights, entitlements and obligations with respect to the Shares will be determined in accordance with (i) the terms of the Company's 2009 Equity Incentive Plan (the "Plan") and (ii) the terms of the related Stock Option or Restricted Stock Purchase Agreement attached hereto as Exhibit A (the "Stock Agreement"). The Shares will vest according to the schedule and terms included as part of the Stock Agreement.
  - (b) Expenses.** The Company will reimburse Consultant for any reasonable pre-approved expenses incurred by Consultant in the course of rendering the Services. Requests for reimbursement will be in a form acceptable to the Company and will include appropriate documentation substantiating the expenses.
- 4. Relationship of Parties.**
  - (a) Independent Contractor.** Consultant is an independent contractor and is not an agent or employee of, and has no authority to bind, the Company by contract or otherwise.

[COMPANY NAME]  
DIRECTOR AGREEMENT

This Director Agreement (the "Agreement") is made and entered into as of [DATE], by and between [COMPANY NAME], a [STATE] corporation (the "Company"), and [NAME], an individual (the "Director").

### Appointment, Election and Renewal

1. Director has been appointed as a director of the Company's Board of Directors (the "Board") effective as of [DATE] (the "Appointment").
2. The Appointment will be for a term commencing [DATE] and continuing through [DATE] (the "Term"). Thereafter, the Appointment shall automatically renew for additional twelve (12) month periods, to the extent that Director has been elected by the shareholders of the Company at the annual shareholders meetings, and provided that the Appointment has not been terminated as described herein.
3. The Appointment will be subject to the Company's certificate of incorporation, bylaws, other organizational documents and any relevant shareholder agreements or other applicable documents (copies of which will be made available to Director on request) as amended from time to time, in addition to any resolutions of shareholders and applicable law.
4. [Effective as of the date of the Appointment, Director will serve on one or more of the Board's committees which may include, but not be limited to the Board's audit committee.] If appointed to serve on any other Board committees, whether now existing or that the Companies may establish in the future, or if appointed as Chair of any committee, Director shall carry out all assigned duties in that regard in accordance with this Agreement.

### Fees

5. Director will be paid an annual director's fee of \_\_\_\_\_ for services pursuant to the Appointment. The fee may be subject to an annual review by the Company and, for the avoidance of doubt, may be subject to reduction if Director's current role changes. The director's fee will be paid to Director in accordance with the Company's standard procedures quarterly in arrears as long as Director continues to fulfill his duties and provide the services set forth in this Agreement. In the event Director ceases to serve on the Board for any reason, Director shall be entitled to the pro rata portion of the annual fee for the number of months he has served on the Board in a given year.

### Expenses

6. During the Appointment, circumstances may arise in the furtherance of Director's duties when it will be appropriate for Director to seek advice from independent advisors. The Company will reimburse the full cost of reasonable expenditure incurred provided that prior approval has been obtained in writing from the Company.





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Compensation. Exhibit 10.1 ADVISORY BOARD MEMBER AGREEMENT This Advisory Board Member Agreement (the "Agreement") is made this 10th day of December, 2012, by and between Roger Szelmezcza, an individual (the "Advisor"), and Graphite Corp., a Nevada corporation (the "Company"). Termination of Agreement by Advisor. (b) Advisor shall perform other various services, related to Advisor's expertise, on behalf of the Company from time to time as mutually agreed upon by Advisor and Company. Advisor understands that the Company considers the following information to be included in the definition of Proprietary Information: (i) all client/customer lists and all lists or other compilations containing client, customer or vendor information; (ii) information about products, proposed products, research, product development, inventions, techniques, processes, costs, profits, markets, marketing plans, strategies, forecasts, sales and commissions; (iii) plans for the future development and new product concepts; (iv) all manufacturing techniques or processes, documents, books, papers, drawings, models, sketches, computer programs, databases, and other data of any kind and description, including electronic data recorded or retrieved by any means; (v) the compensation and terms of employment of employees; (vi) all other information that has been or will be given to Advisor in confidence by the Company (or any affiliate of it that might be formed); and (vii) software or other intellectual property in various stages of development, designs, drawings, specifications, techniques, models, data, source code, algorithms, object code, documentation, diagrams, flow charts, research development, processes and procedures. All notes, requests, demands, claims, and other communications required by this Agreement must be in writing. Term. (b) Advisor shall be reimbursed by the Company for any pre-approved expenses incurred by Advisor in connection with attending meetings or performing services on behalf of the Company. Advisor acknowledges and agrees that, as an independent contractor, Advisor is solely responsible for the payment of any and all taxes and/or assessments imposed on account of payments or consideration provided by the Company to Advisor for the performance of services by Advisor under this Agreement, and the Company shall not, by reason of Advisor's status as an independent contractor, make any withholdings or payments of such taxes or assessments with respect to any payments made to Advisor. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The term of this Agreement shall commence on the date first written above (the "Commencement Date") and shall continue for a period of two (2) years (the "Term"). (a) As consideration for Advisor's Services, Advisor shall receive a three (3) year option to purchase two hundred fifty thousand (250,000) shares of the Company's common stock at \$0.70 per share (the "Options"). 4. 8. (c) If during the Term of this Agreement, Advisor provides services to any competitor of the Company, Advisor shall abstain from providing guidance, advice or instruction to either company on any competing engagement that directly conflicts with the interests of the Company (the "Conflict of Interest"). This Agreement may not be assigned or transferred by Advisor. NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Advisor agree as follows: TERMS AND CONDITIONS 1. Advisor has certain expertise in various aspects of Company's business. Company desires to have Advisor serve as a member of the Advisory Board of the Company ("Advisory Board") and Advisor desires to serve as a member of the Advisory Board on the terms and conditions set forth in this Agreement. Advisor agrees not to retain any Proprietary Information after termination of this Agreement and to return all Proprietary Information in paper or tangible form to the Company and destroy all electronic copies of such information. More specifically, Advisor shall be available up to once per quarter for face-to-face meetings; every couple of weeks for telephonic meetings, and periodically through electronic mail to answer questions and provide advice as reasonably requested by the Company (the "Services"). Independent Contractor. Advisor is relying solely upon his/her own investigation of the tax laws and/or the advice of personal tax advisors concerning the tax aspects of the Options and expressly acknowledges that the Company, and its agents, accountants and attorneys have made no such representations and given Advisor no opinion with respect thereto. (a) Advisor agrees to serve on the Advisory Board and to attend periodic meetings as called by the Company in its reasonable discretion, including, face-to-face and telephonic meetings. Advisor acknowledges that the Company has developed, compiled, and otherwise obtained, often at great expense, this information, which has great value to the Company's business and/or its clients' businesses. Any such attempted assignment or transfer shall be null and void and may result in the immediate termination of this Agreement at the option of the Company. This Agreement comprises the Parties' complete and entire agreement and understanding concerning the subject matter of this Agreement, superseding all prior written and oral communications, understandings and agreements between them. (d) No Authority. (j) Construction. Company is in the business of resource exploration and development. Any such notice, request, demand, claim, or other communication will be deemed duly given two (2) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below: Advisor: Company: Graphite Corp. Incorporation of Recitals. 2. Advisor understands that, during the course of Advisor's work as an independent contractor of the Company, Advisor will have access to Proprietary Information (as defined below) concerning the Company and its clients. 3. (c) Integration. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The provisions of this Section 3 shall survive the termination of this Agreement. Advisor represents that the Options, to the extent vested, will vest only for Advisor's own account and not with the view to, or for resale in connection with, any distribution thereof. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. If the Company terminates this Agreement pursuant to Section 7(a) above, any unissued and/or unexercised Options shall immediately expire and Advisor shall have no further right to exercise the unissued and/or unexercised Options. (d) In the event Advisor introduces (the "Introduction") the Company to a potential partner for a business relationship, including but not limited to investors, manufacturers, vendors, and suppliers, the Parties agree that such Introduction shall be considered to fall within Advisor's duties hereunder, and Advisor shall not be entitled to any additional compensation for such Introduction. C. 6. This Agreement can be modified only in a writing signed by both Parties. The term "Proprietary Information" in this Agreement means all information, inventions, trade secrets, products, and know-how (as more particularly defined below) in whatever form pertaining in any manner to the business of the Company (or any affiliate of it that might be formed) or to the Company's customers, consultants, business associates or employees unless (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in Advisor's possession or part of Advisor's general knowledge prior to Advisor's engagement with the Company; or (iii) the information is disclosed to Advisor without confidential or proprietary restriction by a third party who rightfully possesses the information (without confidential or proprietary restriction) and who did not learn of it directly from the Company. Advisor is also aware that the Company is requiring Advisor to enter into this Agreement to, among other things, fulfill the Company's obligations under Regulation FD under the Securities Exchange Act of 1934, as amended, if any, should the Company become subject to the rules and regulations thereunder. Advisor agrees to hold in strict confidence all Proprietary Information and will not disclose any Proprietary Information to anyone outside of the Company. The word "including" shall mean including without limitation. Miscellaneous. (a) Assignment. Advisor further agrees to defend, indemnify and hold the Company harmless from and against any liability for all such taxes and/or assessments. (f) Notices. Advisor and Company are sometimes referred to in this Agreement individually as a "Party" and collectively as "Parties." RECITALS A. Should the Company file an S-1 Registration Statement, Advisor is aware of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received material, nonpublic information from the issuer of the securities or any affiliate thereof and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance on such information for so long as the information remains material and non-public. 7. 1031 Railroad Street, Suite 102A Elko, NV 89800 (g) Governing Law. (e) Counterparts. Advisor understands that the Options have not been registered under the Securities Act of 1933, nor qualified under the securities laws of any state, province or any other applicable securities laws which depend upon, among other things, the bona fide nature of Advisor's intent as expressed herein. 9. If the Company terminates this Agreement pursuant to Section 7(b), Advisor is entitled to the number of shares vested up through the date of the termination of this Agreement. Any term or condition of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and conditions of this Agreement as a whole. [Signature Page Follows] IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above. Duties and Responsibilities of Advisor. The Parties have participated jointly in the negotiation and drafting of this Agreement. The failure by either Party to enforce any provision of this Agreement, or to require at timely performance by the other Party shall not be deemed a waiver, unless expressly agreed to in a writing signed by both Parties. Termination of Agreement by Company. (a) Proprietary Information Defined. (i) Severability. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada. Advisor shall be an independent contractor and shall not be deemed an employee of the Company. (b) for convenience, upon giving written notice to Advisor. Confidentiality. The Options shall vest in increments of sixty two thousand five hundred (62,500) shares for every six (6) months of the Term of this Agreement, per the terms of the Stock Option Agreement attached hereto as Exhibit A. Proprietary Information also includes any information described above which the Company obtains from another party and which the Company treats as proprietary or designates as Proprietary Information. Advisor has no authority to bind the Company and has no right to use any of the Company's trademarks or other intellectual property rights, except as necessary to perform Advisor's duties under this Agreement. The Recitals are a material part of this Agreement and are incorporated into the terms and conditions by this reference. Hire and get started. (b) Information Return. Advisor may terminate this Agreement at any time after giving seven (7) days prior written notice to the Company. Advisor will not use, copy, publish, summarize, or remove from the Company's premises, Proprietary Information, except during the Term of this Agreement to the extent necessary to carry out Advisor's responsibilities as an independent contractor of the Company. Get bids to compare. Reimbursable expenses shall include mileage at the rate established by the Internal Revenue Service. B. Company may terminate this Agreement as follows: (a) immediately upon giving written notice to Advisor and without any further obligation, if the Company in good faith believes, in its sole discretion, that any of the following has occurred: (i) Advisor engaged in any willful or egregious conduct which is detrimental to the Company; or (ii) Advisor breached any of Advisor's obligations under this Agreement; or (iii) Advisor has provided services to a competing company, which has resulted in an actual Conflict of Interest. 5. (h) Waivers. (b) Modification. COMPANY /s/ Brian Goss Brian Goss, President ADVISOR /s/ Roger Szelmezcza Roger Szelmezcza Page 2 How It Works Provide details on your needs. Advisor agrees to defend, indemnify and hold harmless the Company from any and all liability, damages, expenses, penalties and/or judgments, including reasonable attorney's fees, arising out of any unauthorized disclosure of Proprietary Information attributable to Advisor.

28/12/2021 · By embedding Twitter content in your website or app, you are agreeing to the Twitter Developer Agreement and Developer Policy. Preview. Close. Why you're seeing this ad. ... Volunteers Needed to Serve on Parkland Planning and Zoning Advisory Board The City of Parkland is current https: ... The mayor was selected by the U.S. Environmental Protection Agency to serve as Chair of the EPA's Local Government Advisory Council. Locally, she serves on the Lincoln Community Foundation Board, the University of Nebraska President's Advisory Council, and the Board of Trustees for Mourning Hope. 28/12/2021 · PITTSFIELD, Mass. — The Police Advisory and Review Board plans to host a listening session in February to engage with the community. "I think we all have come to the conclusion that somehow this ... Landlord and Tenant Advisory Board (LTAB) Update. The City of Edmonton's Landlord and Tenant Advisory Board (LTAB) is no longer active. As part of the City's efforts to end homelessness, we have refocused efforts on supporting tenants and preventing eviction. 17/01/2022 · The editorial advisory board of Hydrotehnika, magazine of PortNews Media Group, welcomes Vadim Petrenko, Head of Directorate at Gazprom, Aleksey Lobanov, Department Head at Gazprom, and Valery Guryanov, Director General of Gazprom Dobycha Shelf Yuzhno-Sakhalinsk. The Dayton Daily News has assembled a new cohort of our Community Advisory Board, which consists of key community members who assist the newspaper in tackling some of the region's biggest problems. A board of directors (commonly referred simply as the board) is an executive committee that jointly supervise the activities of an organization, which can be either a for-profit or a nonprofit organization such as a business, nonprofit organization, or a government agency. The powers, duties, and responsibilities of a board of directors are determined by government regulations ... 25/01/2022 · By: Editorial Advisory Board January 25, 2022 "He's iterate, he's erudite and engaging .... He's got a rich sense of humor and a richly furnished mind, too.

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