

ADVISOR AGREEMENT

Effective Effective_Date, 20 , Entity Name (“Advisor”) and Entity Name (“Company”) agree as follows:

1. Services and Consideration. Advisor will consult and work with and advise Company from time to time on matters relating to Company’s actual or potential business, technology and products (the “Services”). The only consideration due Advisor with respect to the subject matter of this Agreement is the consideration specified on Attachment 1.

2. Proprietary Information/Intellectual Property. The business, technical and financial information Advisor obtains from the Company or that arise out of the Services constitute “Proprietary Information.” Advisor will not disclose or, except in performing the Services, use any Proprietary Information. However, Advisor shall not be so obligated with respect to information from Company that (i) is or becomes publicly available without restriction through no fault of Advisor, or (ii) that Advisor knew without restriction prior to its disclosure by Company. Upon termination or as otherwise requested by Company, Advisor will promptly provide to Company all items and copies containing or embodying Proprietary Information. Company shall own, and Advisor hereby assigns to Company, all intellectual property rights throughout the world that arise in connection with the Services or that relate to Proprietary Information; further Company will be free to fully use, employ and exercise any other information, works of authorship, technology or inventions Advisor has provided or disclosed or may provide or disclose, and any related intellectual property rights, and to allow others to do so.

3. Solicitation. Advisor agrees that during the term of this Agreement and for one year thereafter, Advisor will not encourage or solicit any employee or consultant of Company to leave (or devote less than his or her full time to) Company for any reason.

4. Termination. Either party may terminate this Agreement at any time, for any reason, by giving the other party 10 days’ notice. Sections 2 through 6 of this Agreement shall survive any termination or expiration.

5. Relationship of the Parties; No Conflicts. Notwithstanding any provision hereof, for all purposes of this Agreement, each party shall be and act as an independent contractor and not as a partner, joint venturer, agent or employee of the other and shall not bind nor attempt to bind the other to any contract. Advisor represents and warrants that neither this Agreement nor the performance thereof will conflict with or violate any obligation of Advisor or right of any third party and, during the term, Advisor will not create a conflict of interest by providing services to a Company competitor or competing or preparing to compete with Company’s business or anticipated business or assisting others to do so.

6. Miscellaneous. This Agreement is personal to and nontransferable by Advisor, but transferable by Company. This is the entire agreement between the parties with respect to the subject matter hereof and no modifications or waivers to this Agreement shall be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Governing Law without regard to the conflicts of law provisions thereof.

NOTICE: This agreement does not affect any immunity under 18 USC Sections 1833(b) (1) or (2), which read as follows (note that for purposes of this statute only, individuals performing work as contractors or consultants are considered to be employees):

(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

_____ **Entity Name** (Advisor)

_____ **Entity Name** (Company)

By: _____

By: _____

ATTACHMENT 1

FEES/EXPENSES (APPLICABLE ONLY WHERE CHECKED AND COMPLETED)

Hourly fee of ___ for Services expressly requested in writing by Company (provided that such hours are consistent with Advisor's written estimate of such hours provided by Advisor in advance of such Services and provided that Company may withdraw requests for Services at any time) exclusive of travel time, PAYABLE MONTHLY IN ARREARS ___ DAYS AFTER RECEIPT OF AN INVOICE DETAILING HOURS, WITH A CAP OF \$_____ IN THE AGGREGATE.

FLAT FEE OF \$_____ PAYABLE ___ DAYS AFTER TIMELY COMPLETION OF THE FOLLOWING MILESTONES PRIOR TO TERMINATION:

EXPENSE REIMBURSEMENT (EVEN IF THIS ITEM IS CHECKED, AND THEREFORE APPLICABLE, REIMBURSEMENT IS (1) LIMITED TO REQUIRED, REASONABLE TELEPHONE EXPENSES AND LONG-DISTANCE COACH CLASS (OR EQUIVALENT) TRAVEL (TRANSPORTATION, LODGING AND MEALS) AUTHORIZED IN WRITING BY COMPANY IN ADVANCE, AND (2) PAYABLE ___ DAYS AFTER ITEMIZED INVOICE AND DELIVERY OF RECEIPTS).

STOCK OPTIONS

Subject to the approval of Company's Board of Directors and the terms and conditions of Company's Stock Plan (the "Plan and the applicable stock option agreement and the terms of the Stock Purchase Agreement attached hereto as Exhibit C or B), Consultant shall be granted an option to purchase the number of shares of Company's Common Stock (as currently constituted) indicated below (if any), subject to vesting and repurchase rights as set forth in the applicable agreement. The Stock Options exercise purchase price per share shall be equal to the fair market value per share on the date of the grant the option is granted.

Number of shares: ____