Startup Advisor Agreement

For Novos Ventures (or a named principal) advising a startup for fees and/or equity

Novos Ventures · novosventures.com · hello@novosventures.com

DRAFT TEMPLATE – NOT LEGAL ADVICE

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This agreement is made on [date] between [Company legal name], [company number], of [address] (the "Company"); and Truway Sunergy Ltd, trading as Novos Ventures, a company registered in Ireland (CRO No. 577016), whose registered office is at [registered office address] ("Novos Ventures", "we", "us"), acting through [name of individual advisor] (the "Advisor").

1. Role

1.1 The Advisor will act as an adviser to the Company's board and founders on [fundraising strategy, grant funding, investor relations, business model, go-to-market - select].

1.2 Expected commitment: about [__] hours per month, including [__] meetings, plus reasonable email and phone availability.

1.3 The Advisor is not a director, officer or employee of the Company and has no authority to bind it. The Advisor does not give legal, tax or regulated investment advice.

2. Compensation

2.1 Cash fee: [amount per month + VAT / none].

2.2 Equity: the Company will [grant options over / issue] [__] ordinary shares ([__]% of the fully diluted share capital at the date of this agreement) under a separate [option agreement / share subscription agreement], vesting [monthly over [__] months, with a [__]-month cliff]. The equity is subject to board and shareholder approval and the Company's constitution.

2.3 The Advisor is responsible for its own tax on any compensation and should take independent tax advice.

2.4 Reasonable pre-approved expenses are reimbursed.

3. Conflicts of interest

3.1 The Advisor will disclose any interest in a competitor or in a potential investor or funder of the Company. Where Novos Ventures also provides paid services or introductions to the Company, the fees for those are set out separately and disclosed to the Company's board.

3.2 Where the Advisor or Novos Ventures (or its principals) invests in the Company, it does so as an investor on the same disclosed terms as other investors in that round, unless agreed otherwise by the board.

4. Confidentiality and IP

4.1 The Advisor will keep the Company's confidential information confidential during and after this agreement.

4.2 Work product created specifically for the Company is owned by the Company. The Advisor keeps its general know-how.

5. Term and termination

5.1 This agreement runs for [__] months and may be ended by either party on [__] days' written notice. Unvested equity lapses on termination; vested equity is dealt with under the separate equity documents.

6. Liability

6.1 The Advisor's total liability is limited to the cash fees paid under this agreement in the [__] months before the claim, except where liability cannot be limited by law.

7. General

7.1 Entire agreement. This document (with any schedule or order form) is the whole agreement between the parties on its subject and replaces any earlier discussions.

7.2 Changes. Any change must be agreed in writing (email is enough) by both parties.

7.3 Assignment. Neither party may transfer this agreement without the other party's written consent, which will not be unreasonably withheld.

7.4 Notices. Notices must be in writing and sent by email to the address given by each party (for Novos Ventures: hello@novosventures.com) or by post to the registered office.

7.5 Severability. If any part of this agreement is found invalid, the rest remains in force.

7.6 No partnership. Nothing in this agreement creates a partnership, joint venture or employment relationship.

7.7 Third parties. No one other than the parties has any right to enforce this agreement.

7.8 Counterparts and e-signature. This agreement may be signed electronically and in counterparts.

7.9 Governing law. This agreement is governed by the laws of Ireland and the courts of Ireland have exclusive jurisdiction.

Signed for and on behalf of
[Company legal name]

Signature: _____
Name: _____
Title: _____
Date: _____

Signed for and on behalf of
Truway Sunergy Ltd t/a Novos Ventures (Advisor)

Signature: _____
Name: _____
Title: _____
Date: _____

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