

Founder Advisor Standard Template

(FAST agreement)

This Founder Advisor Standard Template (this "Agreement") is entered into as of the date set forth on the signature page by and between:

Company Name: _____,

Represented by its authorized director: _____,

Having its address at: _____, the undersigned company (the "Company") and Zigr Inc. the undersigned advisor (the "Advisor").

The parties agree as follows:

1. **Services.** Advisor agrees to act as a mentor or advisor to the Company and provide advice and assistance to the Company from time to time as further described on Schedule A attached hereto or as otherwise mutually agreed to by the parties (collectively, the "Services").

2. **Compensation.** For the provision of the Services, Advisor shall be entitled to receive the compensation as detailed on the signature page hereto. The Company will seek written approval or have a meeting of the Board of Directors to authorize the Advisor compensation and deliver definitive stock purchase or option agreements regarding the stock compensation within 30 days from the date of this Agreement. If the Company fails to provide the foregoing documentation within such 30-day period, then Advisor shall have right to contact directors of the Company.

3. **Expenses.** Subject to the prior written approval of the Company following a detailed request by Advisor which includes a maximum amount to be reimbursed, the Company shall reimburse the reasonable travel and related expenses incurred by Advisor in the course of performing services hereunder.

4. **Term and Termination.** The term of this Agreement shall continue until terminated by either party for any reason upon five (5) days prior written notice without further obligation or liability except for the compensation earned by Advisor through such date of termination.

5. **Independent Contractor.** Advisor's relationship with the 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 the 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 the Company or create obligations on the part of the Company without the prior written authorization of the Company.

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 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 agents of the Company or persons to whom the Company consents to such disclosure. Upon request by the Company, 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.

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 that: (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



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improper inaction or action of Advisor. Notwithstanding the foregoing, Advisor may disclose Confidential Information with the prior written approval of the Company or pursuant to the order or requirement of a court, administrative agency or other governmental body.

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

8. **Assignment of Intellectual Property.** To the extent that Advisor jointly or solely conceives, develops or reduces to practice any new inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws or other intellectual property which would be deemed to be Confidential Information of the Company (collectively, "Intellectual Property") which clearly relates to the Company's business or technology and has been created by Advisor in the course of the performance of Services, Advisor hereby acknowledges that it is "work made for hire" for the benefit of the Company and hereby assigns all rights, titles and interest to such Intellectual Property to the Company.

9. **Duty to Assist.** As reasonably requested by the Company and only with respect to Intellectual Property created by Advisor for the Company as provided in paragraph 8 above, Advisor shall take all steps reasonably necessary to assist the Company in obtaining and enforcing in its own name any such Intellectual Property right. Advisor's obligation to assist the Company shall continue beyond the termination of Advisor's relationship with the Company.

10. **Company's Right to Disclose.** During the term of this Agreement, the Company shall have the right to disclose the existence of this Agreement, Advisor's status as an Advisor, and to include Advisor's name, image and profile in various promotional materials, including, but not limited to, private placement memos or other offering materials, executive summaries and the Company's world wide web page.

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), and Advisor agrees that Advisor will not do anything in the performance of Services hereunder that would violate any such duty. In addition, Advisor agrees that, during the term of this Agreement, Advisor shall promptly notify the Company in writing of any competitor of the Company which Advisor is also performing services. It is understood that in such event, the Company will review whether Advisor's activities are consistent with Advisor remaining as an advisor of the Company.

12. **Miscellaneous.** Any term of this Agreement may be amended or waived only with the written consent of the parties. This Agreement, including any schedules hereto, constitute the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the jurisdiction listed on the signature page, 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.

13. **Fair Market Value.** If the Company's common stock is then traded or quoted on a nationally recognized securities exchange, inter-dealer quotation system or over-the-counter market (a "Trading Market") and the Class is common stock, the fair market value of a Share shall be the closing price or last sale price of a share of common stock reported for the Business Day immediately before the date on which Holder delivers this Warrant together with its Notice of Exercise to the Company. If the Company's common stock is then traded in a Trading Market and the Class is a series of the Company's convertible preferred stock, the fair market value of a Share shall be the closing price or last sale price of a share of the Company's common stock reported for the Business Day immediately before the date on which Holder delivers this Warrant together with its Notice of Exercise to the Company multiplied by the number of shares of the Company's common stock into which a Share is then convertible. If the Company's common stock is not traded in a Trading Market, the Board of Directors of the Company shall determine the fair market value of a Share in its reasonable good faith judgment.



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14. **"MFN" Amendment Provision.** If the Company issues any Subsequent Convertible Securities prior to termination of this instrument, the Company will promptly provide the Advisor with written notice thereof, together with a copy of all documentation relating to such Subsequent Convertible Securities and, upon written request of the Investor, any additional information related to such Subsequent Convertible Securities as may be reasonably requested by the Investor. In the event the Investor determines that the terms of the Subsequent Convertible Securities are preferable to the terms of this instrument, the Investor will notify the Company in writing. Promptly after receipt of such written notice from the Investor, the Company agrees to amend and restate this instrument to be identical to the instrument(s) evidencing the Subsequent Convertible Securities.

15. **Fees Due.** Any cash fees owed by the company due payable to Advisor as set forth in the below terms shall be paid by ACH or Bank Wire Transfer, Debt or Credit Card received at sole discretion of Advisor within 3 days from time of signing.

16. **Advisor Responsibility.** Advisor acknowledges that he/she is solely responsible for any taxes or fees associated with fees paid. The Company is responsible for all taxes and other payments, including but not limited to insurance, processing fees, compliance, and accounting fees which may be required by law in association with this relationship. Advisory is in no way liable for any damages, debt or losses that the company undertakes due to their sole discretion.

17. **Confidential Information.** Advisor agrees to treat confidential all information, including but not limited to the company's marketing materials, business plans, finances and trade secrets.

18. **Arbitration:** In the event of any dispute, controversy, or claim related to or arising from the terms of this Agreement, the parties hereto hereby agree that any such dispute, controversy or claim shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Said arbitration shall be conducted in Delaware, by a single arbitrator. Such dispute resolution shall be in accordance with the applicable substantive laws of the State of Delaware. The prevailing party shall be entitled to all fees and costs arising there from, including, but not limited to, attorney's fees and costs. The Parties further agree to carry out the terms of any arbitration award without delay and shall be deemed to have waived their right to any form of alternative recourse, by or through any other means, insofar as such waiver can validly be made.

19. **Final Agreement.** This agreement is the final agreement and supersedes any and all other agreements between the Company and the Advisor, whether written or oral. Both parties agree that this Agreement may be modified only in writing by persons authorized to exercise such modification on their behalf. No failure to exercise and no delay in exercising any right, power, or privilege set forth in this Agreement shall operate as a waiver of any right, power, or privilege



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Signature Page to Founder Advisor Standard Template

Effective Date: _____

Governing Law: _____

Enter the name of the state and country where the Company is based as the jurisdiction for Governing Law.

Advisor Equity Compensation:

Advisor Performance Level	Stage		
	Startup Stage	Established Stage	Growth Stage
Flat Retainer	\$7500	\$15,000	\$25,000
Strategic	____ (3.5%)	____ (2.5%)	____ Net Revenue Share
Expert	____ (5%)	____ (3.25%)	____ (2.5%)

Check only one box to designate the Advisor Compensation. Percentages shall be based on the number of outstanding shares of Common Stock of the Company, calculated on a fully-diluted basis of all outstanding and convertible or issuable securities as of the date the Board of Directors approves the foregoing equity compensation. The exact number of shares shall be provided in the definitive document which shall supersede this provision.

Total Number of Shares of Common Stock: _____

If the Company's capitalization structure is currently unknown, fill in "TBD" above.

Type of Security: ____ Option to purchase Common Stock **or** ____ Restricted Common Stock

Exercise/Purchase Price:

Exercise or purchase price shall be equal to the fair market value of the Company's Common Stock, which will be documented in the applicable Stock Option Agreement or Restricted Stock Purchase Agreement to be entered into by Advisor and the Company.

Vesting:

All shares shall vest on a pro rata basis monthly over a 2 year period with a 3-month cliff period. 100% of unvested shares shall vest on closing of sale of the Company.

COMPANY: _____

ADVISOR: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____



Schedule A: Services Based on Performance Level

The Advisor Compensation and Services are determined using the guidelines below.

Each package comes with Standard Performance which includes:

Time: Commit 5 hours.

Meetings: Attend quarterly strategy meetings and scheduled Advisory Board meetings.

Responsiveness: Provide reasonable response to email requests by the Company.

Promotion: On top of the regular advice and insights, Advisor agrees to actively promote and make introductions on behalf of the Company through Advisor's overall network of business contacts, including forwarding the Company's business plan and other materials as requested by the Company.

Strategic Performance Level

Monthly Commitment	Services	Compensation**
Time: Commit 10 hours. Meetings: Attend monthly strategy meetings, scheduled Advisory Board meetings and at least one meeting with a potential customer, investor, strategic partner, vendor or employee. Responsiveness: Provide quick responses to email requests from the Company and from others associated with the Company.	<i>Standard Performance plus:</i> Recruiting: Advisor agrees to assist Company in finding additional, potential founding team members and employees through the Advisor's overall network of business contacts.	Startup Stage: \$7500 + 3.5%
		Established Stage: \$15,000 + 2.5%
		Growth Stage: \$25,000 + Rev Share

Expert Performance Level

Monthly Commitment	Services	Compensation**
Time: Commit 20 hours. Meetings: Attend bi-monthly strategy meetings, scheduled Advisory Board meetings, internal project-related meetings and meetings with potential customers, investors, strategic partners, vendors or employees. Responsiveness: Provide quick responses to email requests and phone calls from the Company and from others associated with the Company.	<i>Strategic Performance plus:</i> Contacts: Advisor agrees to make introductions to and assist in the acquisition of marquee customers, strategic partners and key industry contacts and attend meetings with such potential customers, partners and key contacts. Projects: Advisor agrees to assist the Company on at least one strategic project as requested by the Company during the term of this Agreement.	Startup Stage: \$7500 + 5%
		Established Stage: \$15,000 + 3.25%
		Growth Stage: \$25,000+ 2.5% <i>Bonus Compensation Eligible</i>

** The percentages are general percentages based on the outstanding on the number of outstanding shares of Common Stock calculated on a fully-diluted basis of all outstanding and convertible or issuable securities as of the date the Board of Directors approves the foregoing equity compensation. The exact number of shares shall be provided in the definitive document which shall supersede this provision.



Schedule A: Company Stage

The Company Stage is determined using the guidelines below.

Stage	Characteristics
Startup	<p><u>Team</u>: The team consists of only part-time founder(s) or a Single founder.</p> <p><u>Customers</u>: The company is in discussions with potential customers to determine demand in the market. The pricing/revenue structure has been developed, but needs market validation.</p> <p><u>Revenue</u>: Under \$1m Gross Revenue</p> <p><u>Investors</u>: At least one group consisting of the founder(s), their friends or family has invested.</p> <p><u>Product or Service</u>: Has a minimum viable product including business plan, projected financials, and is post revenue.</p> <p><u>Time in Business</u>: 1 year old Minimum</p>
Established	<p><u>Team</u>: The team consists of full-time founder(s) and has at least 3 employees a, subcontracts out and hires consultants when needed.</p> <p><u>Customers</u>: The company has received letters of intent or customer commitments and the market need has been validated.</p> <p><u>Revenue</u>: Profitable and over \$3m to \$10m Gross Revenue</p> <p><u>Investors</u>: Investment may have been raised via friends/family or professional investors (angel, venture capital, etc.).</p> <p><u>Time in business</u>: 3+ Years old</p>
Growth	<p><u>Team</u>: The team consists of full time founder(s) and more than 10 employees.</p> <p><u>Customers</u>: The company has achieved significant traction and user-based growth.</p> <p><u>Revenue</u>: Over \$5m EBITDA/ FCF, typically \$20m+ in Valuation.</p> <p><u>Investors</u>: Prior investment may have been raised and the founders are prepared to pitch to professional investors what additional capital is needed for market share.</p> <p><u>Product or Service</u>: non-cyclical or seasonal, can be if tested if over 5+ Years old.</p>



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