



Consulting Agreement

These documents may be subject to further jurisdictional requirements or implications and should be reviewed by counsel in the relevant jurisdiction before use.



[COMPANY NAME]

CONSULTING AGREEMENT

Consultant: _____
Effective Date: _____

Effective as of the Effective Date, Consultant and [Company Name], [a Delaware [public benefit] corporation] (“Company”) enter into this Consulting Agreement (the “Agreement”) and agree as follows:

1. **Services.** During the term of this Agreement, Consultant will provide consulting services to the Company as described on Exhibit A hereto (the “Services”).

2. **Compensation.** As consideration for the Services provided by Consultant and other obligations, the Company shall pay to Consultant the compensation specified in Exhibit B hereto at the times specified therein.

3. **Consulting Relationship.** This Agreement will apply to Consultant’s consulting relationship with the Company. If that relationship ends and the Company, within one (1) year thereafter, either employs Consultant or re-engages Consultant as a consultant, this Agreement will also apply to such later employment or consulting relationship, unless the parties hereto otherwise agree in writing. Any employment or consulting relationship between the parties hereto, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the “**Relationship.**” Consultant represents that Consultant is duly licensed (as applicable) and has the qualifications, the experience and the ability to properly perform the Services. Consultant shall use Consultant’s best efforts to perform the Services such that the results are satisfactory to the Company.

4. **Confidential Information.**

(a) **Protection of Information.** Consultant understands that during the Relationship, the Company intends to provide Consultant with certain information, including Confidential Information (as defined below), without which Consultant would not be able to perform Consultant’s duties to the Company. At all times during the term of the Relationship and thereafter, Consultant shall hold in strictest confidence, and not use, except for the benefit of the Company to the extent necessary to perform the Services, and not disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information that Consultant obtains from the Company or otherwise obtains, accesses or creates in connection with, or as a result of, the Services during the term of the Relationship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of Consultant or of others who were under confidentiality obligations as to the item or items involved. Consultant shall not make copies of such Confidential Information except as authorized by the Company or in the ordinary course of the provision of Services. If Consultant is an entity, Consultant may disclose Confidential Information only to Consultant’s personnel who have a need to know the Confidential Information for Consultant to perform its obligations under the Consulting Agreement and who are bound by a confidentiality agreement at least as restrictive as the terms of this Agreement.

(b) **Confidential Information.** Consultant understands that “**Confidential Information**” means any and all information and physical manifestations thereof not generally known or available outside the Company and information and physical manifestations thereof entrusted to the Company in confidence by third parties, whether or not such information is patentable, copyrightable or

otherwise legally protectable. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); and (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company on whom Consultant called or with whom Consultant became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to Consultant by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

(c) Third Party Information. Consultant's agreements in this Section 4 are intended to be for the benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence. During the term of the Relationship and thereafter, Consultant will not improperly use or disclose to the Company any confidential, proprietary or secret information of Consultant's former clients or any other person, and Consultant will not bring any such information onto the Company's property or place of business.

(d) Other Rights. This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

(e) Defend Trade Secrets Act Notice. Notwithstanding the nondisclosure obligations herein, pursuant to 18 U.S.C. Section 1833(b), Consultant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

5. Ownership of Inventions.

(a) Use or Incorporation of Inventions. If in the course of the Relationship, Consultant uses or incorporates into any of the Company's products, services, processes or machines any Invention not assigned to the Company pursuant to Section 5(c) of this Agreement that (i) has been created by or on behalf of Consultant, and/or (ii) are owned exclusively by Consultant or jointly by Consultant with others or in which Consultant has an interest, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company hereunder, Consultant will promptly so inform the Company in writing. Whether or not Consultant gives such notice, Consultant hereby irrevocably grants to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Invention under all applicable intellectual property laws without restriction of any kind.

(b) Inventions. Consultant understands that "**Inventions**" means discoveries, developments, concepts, designs, ideas, know how, modifications, improvements, derivative works, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. Consultant understands this includes, but is not limited to, any new product,

machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. Consultant understands that “**Company Inventions**” means any and all Inventions that Consultant or Consultant’s personnel may solely or jointly author, discover, develop, conceive, or reduce to practice in connection with, or as a result of, the Services performed for the Company or otherwise in connection with the Relationship.

(c) Assignment of Company Inventions. Consultant will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company, or its designee, all of Consultant’s right, title and interest throughout the world in and to any and all Company Inventions and all patent, copyright, trademark, trade secret and other intellectual property rights and other proprietary rights therein. Consultant hereby waives and irrevocably quitclaims to the Company or its designee any and all claims, of any nature whatsoever, that Consultant now has or may hereafter have for infringement of any and all Company Inventions. Any assignment of Company Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “**Moral Rights**”). To the extent that Moral Rights cannot be assigned under applicable law, Consultant hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law. If Consultant has any rights to the Inventions, other than Moral Rights, that cannot be assigned to the Company, Consultant hereby unconditionally and irrevocably grants to the Company during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, distribute, display, perform, prepare derivative works of and otherwise modify, make, have made, sell, offer to sell, import, practice methods, processes and procedures and otherwise use and exploit, such Inventions.

(d) Maintenance of Records. Consultant shall keep and maintain adequate and current written records of all Company Inventions made or conceived by Consultant or Consultant’s personnel (solely or jointly with others) during the term of the Relationship. The records will be available to and remain the sole property of the Company at all times. Consultant shall deliver all such records (including any copies thereof) to the Company at the time of termination of the Relationship as provided for in Section 7.

(e) Intellectual Property Rights. Consultant shall assist the Company, or its designee, at its expense, in every proper way in securing the Company’s, or its designee’s, rights in the Company Inventions and any copyrights, patents, trademarks, mask work rights, Moral Rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive and shall never assert such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Consultant’s obligation to execute or cause to be executed, when it is in Consultant’s power to do so, any such instrument or papers shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant’s agent and attorney-in-fact, to act for and in Consultant’s behalf and stead to execute and file any such instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent,

copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and shall not be affected by Consultant's subsequent incapacity.

6. **Applicability to Past Activities.** If and to the extent that, for a period of time prior to the Effective Date of this Agreement (the "**Prior Consulting Period**"), Consultant provided any services or made efforts on behalf of or for the benefit of the Company, or related to the current or prospective business of the Company in anticipation of Consultant's involvement with the Company, that would have been Services if performed during the term of this Agreement, and: (i) Consultant received access to any information from or on behalf of the Company that would have been Confidential Information if Consultant received access to such information during the term of this Agreement; or (ii) Consultant (a) conceived, created, authored, invented, developed or reduced to practice any item (including any intellectual property rights with respect thereto) on behalf of or for the benefit of the Company, or related to the current or prospective business of the Company in anticipation of Consultant's involvement with the Company, that would have been an Invention if conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement; or (b) incorporated into any such item any pre-existing invention, improvement, development, concept, discovery or other proprietary information; then any such information shall be deemed "Confidential Information" hereunder and any such item shall be deemed an "Invention" hereunder, and this Agreement shall apply to such activities, information or item as if disclosed, conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement. Consultant further acknowledges that Consultant has been fully compensated for all services provided during any such Prior Consulting Period.

7. **Company Property; Returning Company Documents.** Consultant acknowledges that Consultant has no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages, and voice messages) and that Consultant's activity and any files or messages on or using any of those systems may be monitored or reviewed at any time without notice. Consultant further acknowledges that any property situated on the Company's premises or systems and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. At the time of termination of the Relationship, Consultant will deliver to the Company (and will not keep in Consultant's possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by Consultant or Consultant's personnel pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns.

8. **Notice to Third Parties.** During the periods of time during which Consultant is restricted in taking certain actions by the terms of this Agreement (the "**Restriction Period**"), Consultant shall inform any entity or person with whom Consultant may seek to enter into a business relationship (whether as an owner, employee, independent contractor, client or otherwise) of Consultant's contractual obligations under this Agreement. Consultant acknowledges that the Company may, with or without prior notice to Consultant and whether during or after the term of the Relationship, notify third parties of Consultant's agreements and obligations under this Agreement. Upon written request by the Company, Consultant will respond to the Company in writing regarding the status of Consultant's engagement or proposed engagement with any party during the Restriction Period.

9. **Solicitation of Employees, Consultants and Other Parties.** Consultant acknowledges that the Company's Confidential Information includes information relating to the Company's employees, consultants, customers and others, and Consultant will not use or disclose such Confidential Information except as authorized by the Company in advance in writing. Consultant further agrees as follows:

(a) **Employees, Consultants.** During the term of the Relationship, and for a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, Consultant shall not, directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for Consultant or for any other person or entity.

(b) **Other Parties.** During the term of the Relationship, Consultant will not influence any of the Company's clients, licensors, licensees or customers away from purchasing Company products or services or solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

10. **Indemnification.** Consultant shall indemnify and hold harmless the Company and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant or Consultant's Assistants (as defined below), employees, contractors or agents, (ii) any breach by the Consultant or Consultant's Assistants, employees, contractors or agents of any of the covenants contained in this Agreement, (iii) any failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or (iv) any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of the Inventions or other deliverables of Consultant under this Agreement.

11. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO CONSULTANT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL COMPANY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY COMPANY TO CONSULTANT IN THE PRECEDING [SIX] ([6]) MONTHS UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTIONS GIVING RISE TO SUCH LIABILITY.

12. **Term and Termination.**

(a) **Term.** Consultant shall serve as a consultant to the Company for a period commencing on the Effective Date and terminating on the earlier of (a) the date Consultant completes the provision of the Services to the Company under this Agreement, or (b) termination as provided in this Agreement.

(b) **Termination for Convenience.** Company may terminate this Agreement with or without cause, at any time upon 3 business days' prior written notice to Consultant. Consultant may terminate this Agreement without cause, at any time when no Services are being provided upon 30 days' prior written notice to Company.

(c) **Termination for Cause.** Should either party default in the performance of this Agreement or materially breach any of its obligations under this Agreement, the non-breaching party may

terminate this Agreement immediately if the breaching party fails to cure the breach within 3 business days after having received written notice by the non-breaching party of the breach or default.

(d) Survival. Sections 4-11, 12(d) and 16 shall survive termination or expiration of this Agreement in accordance with their terms.

13. **Independent Contractor.** Consultant's relationship with the Company will be that of an independent contractor and not that of an employee.

(a) Method of Provision of Services. Consultant shall be solely responsible for determining the method, details and means of performing the Services. Consultant may, at Consultant's own expense, employ or engage the services of such employees, subcontractors, partners or agents, as Consultant deems necessary to perform the Services (collectively, the "**Assistants**"). The Assistants are not and shall not be employees of the Company, and Consultant shall be wholly responsible for the proper performance of the Services by the Assistants such that the results are satisfactory to the Company. Consultant shall expressly advise the Assistants of the terms of this Agreement and shall ensure that each Assistant who will have access to any Confidential Information or perform any Services has entered into a binding written agreement that is expressly for the benefit of Company and protects Company's rights and interests to at least the same degree as this Agreement. Company reserves the right to refuse or limit Consultant's use of any Assistants or to require Consultant to remove any Assistants already engaged in the performance of the Services. Company's exercise of such right will in no way limit Consultant's obligations under this Agreement. Consultant will provide, at Consultant's own expense, a place of work and all equipment, tools and other materials necessary to complete the Services; however, to the extent necessary to facilitate performance of the Services, Company may, in its discretion, make its equipment or facilities available to Consultant at Consultant's request. While on the Company's premises, Consultant and its Assistants shall comply with Company's then-current access rules and procedures, including those related to safety, security and confidentiality. Consultant shall be liable for performance of Services regardless of whether performed by Assistants.

(b) No Authority to Bind Company. Consultant acknowledges and agrees that Consultant and its Assistants 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.

(c) No Benefits. Consultant acknowledges that Consultant and its Assistants shall not be eligible for any Company employee benefits and, to the extent Consultant otherwise would be eligible for any Company employee benefits but for the express terms of this Agreement, Consultant (on behalf of itself and its Assistants) hereby expressly declines to participate in such Company employee benefits.

(d) Taxes; Indemnification. Consultant shall have full responsibility for all applicable taxes for all compensation paid to Consultant or its Assistants under this Agreement, including any withholding requirements that apply to any such taxes, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Consultant agrees to indemnify, defend and hold the Company harmless from any liability for, or assessment of, any claims or penalties or interest with respect to such taxes, labor or employment requirements, including any liability for, or assessment of, taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to Consultant or its Assistants or any liability related to the withholding of such taxes.

14. **Consulting or Other Services for Competitors.** If Consultant performs or intends to perform, during the term of the Relationship, consulting or other services for, or engages in or intends to engage in an employment relationship with, companies whose businesses or proposed businesses in any way involve products or services which would be competitive with the Company's products or services, or those products or services proposed or in development by the Company during the term of the Relationship, then Consultant shall, and shall in advance of accepting further such work, promptly notify the Company in writing, specifying the organization with which Consultant proposes to consult, become employed by, or to provide services to and to provide information sufficient to allow the Company to determine if such work would conflict with the terms of this Agreement, the interests of the Company or further services which the Company might request of Consultant. If the Company determines that such work conflicts with the terms of this Agreement, the Company reserves the right to terminate this Agreement immediately.

15. **Conflicts with this Agreement.** Consultant represents and warrants that neither Consultant nor any of its Assistants is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Consultant represents and warrants that Consultant's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Consultant in confidence or in trust prior to commencement of this Agreement. Consultant represents and warrants that Consultant has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which Consultant has gained from third parties or in the performance of services for third parties, and which Consultant discloses to the Company or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Consultant shall not bundle with or incorporate into any deliverables provided to the Company hereunder any third-party products, ideas, processes, or other techniques, including without limitation any software code licensed under the GNU GPL or LGPL or any similar "open source" license, without the express, written prior approval of the Company. Consultant represents and warrants that Consultant has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with Consultant's obligations under this Agreement. Consultant will not infringe upon any copyright, patent, trade secret or other property right of any former employer, client or third party in the performance of the Services.

16. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of [California], without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(d) **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this

Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

(e) Notices. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(f) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(g) Construction. This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

(h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via email or other transmission method (including pdf or any electronic signature complying with applicable law) and any counterpart so delivered shall be deemed valid and effective for all purposes.

(i) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to this Agreement or any notices required by applicable law or the Company's Certificate of Incorporation or Bylaws by email or any other electronic means. Consultant hereby consents to (i) conduct business electronically, (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agrees to participate through an online or electronic system established and maintained by the Company or a third party designated by the Company.

[Remainder of Page Intentionally Left Blank.]

The parties have executed this Consulting Agreement as of the Effective Date.

COMPANY:

[COMPANY NAME]

By: _____

Name: _____

Title: _____

Email: _____

CONSULTANT:

[CONSULTANT NAME]

By: _____

Name: _____

Title: _____

(if applicable)

Email: _____

Address: _____

EXHIBIT A
DESCRIPTION OF CONSULTING SERVICES

| DESCRIPTION OF SERVICES | SCHEDULE/DEADLINE |
|-------------------------|-------------------|
| | |
| | |

[Consultant shall devote at least [] hours per week to performance of the Services.]

All of the services to be performed by Consultant, including but not limited to the Services, will be as agreed between Consultant and the Company's [Supervisor Title] (the "Supervisor"). Consultant will be required to report to the Supervisor concerning the Services performed under this Agreement. The nature and frequency of these reports will be left to the discretion of the Supervisor.

EXHIBIT B
COMPENSATION

Check applicable payment terms:

- [] **Hourly Rate.** For Services rendered by Consultant under this Agreement, the Company shall pay Consultant at the rate of \$[] per hour, payable [net 30 days from receipt of invoice].
- [] **Flat Fee(s).** Consultant shall be paid \$[] upon the execution of this Agreement and \$[] upon completion of the Services specified on Exhibit A to this Agreement.
- [] **Expense Reimbursement.** Reimbursement is limited to authorized expenses incurred by Consultant while performing the Services. The Company's authorization must be evidenced in writing for any expenses in excess of \$[100]. As a condition to receipt of reimbursement, Consultant must submit to the Company reasonable evidence that the amount involved was both reasonable and necessary to the Services provided under this Agreement.
- [] **[Delete entirely if no stock compensation:** Subject to approval by the Company's Board of Directors (the "Board"), the Company shall award Consultant the opportunity to acquire up to [] shares of the Company's common stock (if an option, a non-qualified option) at a price per share determined by the Board in good faith when the award is approved (the "Shares"). The Shares will be subject to the terms and conditions set forth in the Company's stock plan and/or applicable standard form of agreement. Consultant should consult with Consultant's own tax advisor concerning the risks associated with accepting the Shares. The Shares will vest as follows:
 - [Confirm vesting schedule:** 1/4th of the total number of Shares will vest 12 months after Consultant begins providing Services to the Company, and an additional 1/48th of the total number of Shares will vest each month thereafter, subject to Consultant continuing to provide Services through each such vesting date.]
 - [If single-trigger acceleration is negotiated:** If a change in control of the Company occurs and you are continuing to provide Services to the Company as of, or immediately prior to, the effective time of such change in control, then, as of the effective time of such change in control, the vesting of your Shares will be accelerated [in full] [to the extent of [] %] of the then unvested portion of the Shares].]
- [] Other:

