

## ADVISORY BOARD SERVICES AGREEMENT

### PARTIES

### RECITALS

#### 1. ADVISORY ROLE AND RESPONSIBILITIES

- 1.1 Advisory Position
- 1.2 Scope of Advisory Services
- 1.3 Time Commitment
- 1.4 Nature of Relationship

#### 2. TERM AND TERMINATION

- 2.1 Initial Term
- 2.2 Renewal
- 2.3 Termination
- 2.4 Termination for Cause
- 2.5 Effect of Termination
- 2.6 Survival

#### 3. EQUITY COMPENSATION

- 3.1 Equity Grant
- 3.2 Vesting Schedule
- 3.3 Vesting Acceleration
- 3.4 Equity Documentation
- 3.5 No Cash Compensation
- 3.6 Expense Reimbursement

#### 4. INDEPENDENT CONTRACTOR RELATIONSHIP

- 4.1 Status
- 4.2 No Benefits
- 4.3 Taxes
- 4.4 Other Activities

#### 5. INTELLECTUAL PROPERTY

- 5.1 Ownership
- 5.2 Assignment
- 5.3 Limited Scope
- 5.4 License to Pre-Existing IP
- 5.5 Further Assurances

#### 6. CONFIDENTIALITY

- 6.1 Confidential Information
- 6.2 Obligations
- 6.3 Exceptions
- 6.4 Return
- 6.5 Survival

#### 7. REPRESENTATIONS AND WARRANTIES

- 7.1 Abraham Represents
- 7.2 Company Represents

#### 8. NON-COMPETE AND NON-SOLICITATION

- 8.1 Non-Compete
- 8.2 Non-Solicitation of Customers
- 8.3 Non-Solicitation of Employees

- 8.4 Non-Disparagement
- 8.5 Reasonableness
- 9. INDEMNIFICATION
  - 9.1 Company Indemnifies Abraham
  - 9.2 Abraham Indemnifies Company
  - 9.3 Procedure
- 10. LIMITATION OF LIABILITY
  - 10.1 Limitation
  - 10.2 Exclusion
- 11. DISPUTE RESOLUTION
  - 11.1 Negotiation
  - 11.2 Mediation
  - 11.3 Arbitration
  - 11.4 Exceptions
  - 11.5 Costs
- 12. GENERAL PROVISIONS
  - 12.1 Governing Law
  - 12.2 Jurisdiction
  - 12.3 Entire Agreement
  - 12.4 Amendments
  - 12.5 Severability
  - 12.6 Assignment
  - 12.7 Notices
  - 12.8 Counterparts
  - 12.9 Survival
- SIGNATURES
- EXHIBIT A: ADVISORY POSITION DETAILS
- EXHIBIT B: EQUITY GRANT DETAILS
- EXHIBIT C: ANGEL INVESTMENT OPPORTUNITY

# **ADVISORY BOARD SERVICES AGREEMENT**

**WAIMI - Abraham Weisleder (Financial Strategy Advisor)**

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## **PARTIES**

This Advisory Board Services Agreement (“Agreement”) is entered into as of \_\_\_\_\_ (“Effective Date”) by and between:

**COMPANY:** WAIMI Address: [Company Address] Email: Holly@WAIMI.xyz, Craig@WAIMI.xyz (“Company” or “WAIMI”)

**ADVISOR:** Abraham Weisleder Title: Financial Strategy Advisor

Address: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ (“Advisor” or “Abraham”)

(Collectively referred to as the “Parties”)

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## RECITALS

WHEREAS, Abraham possesses exceptional expertise in financial strategy, turnaround management, and venture capital/private equity operations, having served as McKinsey Associate Partner and VC/PE Operating Partner;

WHEREAS, Abraham has demonstrated expertise in rescuing companies with <3 months cash runway, optimizing financial operations, and providing strategic financial guidance to high-growth companies;

WHEREAS, Company is building an AI-powered business planning platform and requires strategic guidance on financial planning, fundraising, unit economics optimization, and path to profitability;

WHEREAS, Company desires to engage Abraham as Financial Strategy Advisor to provide strategic guidance on financial strategy, fundraising, investor relations, and financial operations;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

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## 1. ADVISORY ROLE AND RESPONSIBILITIES

### 1.1 Advisory Position

Abraham agrees to serve as **Financial Strategy Advisor** to Company’s Advisory Board.

### 1.2 Scope of Advisory Services

Abraham shall provide strategic guidance and advice to Company in the following areas:

**Financial Strategy & Planning:** - Guide overall financial strategy and long-term planning - Advise on financial modeling and projections - Help establish financial targets and KPIs - Provide expertise on unit

economics optimization - Guide path to profitability and break-even planning - Advise on cash flow management and working capital

**Fundraising Strategy:** - Guide fundraising strategy and timing - Advise on valuation and deal structure - Help prepare pitch deck and investor materials - Provide expertise on investor targeting and outreach - Guide due diligence preparation and process - Advise on term sheet negotiation and closing

**Investor Relations:** - Leverage VC/PE network for introductions - Advise on investor communication and reporting - Help manage investor expectations and relationships - Provide guidance on board management - Support investor update preparation - Guide strategic investor selection

**Financial Operations:** - Advise on financial systems and processes - Guide accounting and bookkeeping setup - Help establish financial controls and policies - Provide expertise on financial reporting - Advise on budgeting and expense management - Guide financial team hiring and structure

**Cost Optimization:** - Advise on cost structure and optimization - Help identify cost savings opportunities - Guide operational efficiency improvements - Provide expertise on vendor negotiation - Advise on resource allocation and prioritization - Help optimize burn rate and runway extension

**Business Model & Pricing:** - Advise on business model optimization - Guide pricing strategy and structure - Help analyze customer economics (CAC, LTV) - Provide expertise on revenue model refinement - Advise on monetization strategies - Guide profitability analysis and improvement

**Strategic Financial Decisions:** - Advise on major financial decisions and investments - Guide M&A strategy and evaluation (if applicable) - Provide expertise on strategic partnerships - Help evaluate build vs. buy decisions - Advise on capital allocation priorities - Guide exit strategy and timing (long-term)

### **1.3 Time Commitment**

Abraham agrees to dedicate approximately **3-4 hours per month** to advisory activities:

**Regular Commitments:** - Quarterly Advisory Board meetings (1-2 hours each, 4 meetings per year) - Monthly check-in calls with CEO/CFO (30-60 minutes each) - Ad-hoc consultations on critical financial decisions - Review of financial models, projections, and investor materials

**Flexible Availability:** - Available for urgent financial matters and critical decisions - Additional time during fundraising campaigns - Support during investor meetings and due diligence - Participation in financial planning and budgeting sessions

**Meeting Participation:** - Attend at least 75% of scheduled Advisory Board meetings - Participate via video conference if in-person attendance not possible - Provide advance notice if unable to attend scheduled meetings

## **1.4 Nature of Relationship**

Abraham acknowledges that this is an advisory relationship providing strategic guidance and recommendations, with final financial decisions resting with Company's leadership team.

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# **2. TERM AND TERMINATION**

## **2.1 Initial Term**

This Agreement shall commence on the Effective Date and shall continue for an initial term of **2 years**.

## **2.2 Renewal**

Upon expiration of the Initial Term, this Agreement may be renewed for additional **1-year** terms by mutual written agreement.

## **2.3 Termination**

Either Party may terminate this Agreement upon **30 days' prior written notice** for any reason or no reason.

## **2.4 Termination for Cause**

**Company may terminate immediately for:** - Material breach of Agreement (uncured after 15 days' notice) - Fraud, embezzlement, or theft - Conviction of a felony - Gross negligence or willful misconduct - Breach of confidentiality obligations - Conduct damaging Company's reputation

**Abraham may terminate immediately for:** - Material breach by Company (uncured after 15 days' notice) - Company's failure to grant equity as agreed

## **2.5 Effect of Termination**

**Equity Treatment: - Voluntary Termination by Abraham:**

Unvested equity forfeited; vested equity remains - **Termination by Company for Cause:** Unvested equity forfeited; vested equity remains - **Termination by Company without Cause:** 3 months accelerated vesting; all vested equity remains - **Termination by Abraham for Cause:** 3 months accelerated vesting; all vested equity remains

**Immediate Obligations:** - Return all Company property and confidential materials - Cease using Financial Strategy Advisor title externally - Provide reasonable transition assistance (up to 15 days) - Continue maintaining confidentiality obligations

## 2.6 Survival

Sections 3 (Equity), 5 (IP), 6 (Confidentiality), 8 (Non-Compete), 9 (Indemnification), and 12 (General Provisions) survive termination.

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# 3. EQUITY COMPENSATION

## 3.1 Equity Grant

Abraham shall receive **0.60%** of Company's fully diluted capitalization as compensation for advisory services.

**Equity Form:** - Common Stock, Restricted Stock, or Stock Options (as determined by Company) - Subject to 2-year vesting schedule - Subject to Company's standard equity documentation

**Rationale for Equity Amount:** - Reflects Abraham's exceptional financial expertise and McKinsey/VC/PE background - Recognizes critical importance of financial strategy to Company's success - Acknowledges turnaround expertise and ability to extend runway - Reflects VC/PE network value for fundraising and investor introductions - Tied with Go-to-Market Advisor as second-highest equity allocation

## 3.2 Vesting Schedule

**Vesting Period:** 24 months from Effective Date

**Vesting Structure: - Monthly Vesting:** 4.167% per month (no cliff) - **Month 1:** 0.025% vested (4.167% of 0.60%) - **Month 6:** 0.15% vested (25% of 0.60%) - **Month 12:** 0.30% vested (50% of 0.60%) - **Month 18:** 0.45% vested (75% of 0.60%) - **Month 24:** 0.60% fully vested (100%)

### **3.3 Vesting Acceleration**

**Single-Trigger (Change of Control):** 50% of unvested equity immediately vests

**Double-Trigger (Termination after CoC):** 100% of unvested equity immediately vests if terminated without Cause within 6 months of Change of Control

**Change of Control Definition:** - Sale of substantially all Company assets - Merger resulting in <50% ownership by existing shareholders  
- Sale of >50% of voting securities - Change of control of Company's board

### **3.4 Equity Documentation**

Equity documented through: - Stock Option Agreement or Restricted Stock Agreement - Company's Stock Option Plan - Board resolutions approving grant - Standard Company equity documentation

Abraham agrees to execute all documents within **30 days** of Effective Date.

### **3.5 No Cash Compensation**

Equity is sole compensation; no cash fees provided. Reasonable expenses reimbursed per Section 3.6.

### **3.6 Expense Reimbursement**

Company reimburses reasonable expenses: - Travel for in-person Advisory Board meetings - Accommodation and meals for multi-day meetings - Pre-approved expenses

**Process:** Submit receipts within 30 days; expenses >\$500 require pre-approval; reimbursement within 30 days.

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## **4. INDEPENDENT CONTRACTOR RELATIONSHIP**

### **4.1 Status**

Abraham is an independent contractor, not an employee, partner, or agent of Company.

### **4.2 No Benefits**

Not entitled to employee benefits (health insurance, retirement, PTO, etc.).

### **4.3 Taxes**

Abraham responsible for all taxes; Company will not withhold taxes; Company will issue 1099 as required.

### **4.4 Other Activities**

Abraham may provide services to other clients, provided they don't conflict with obligations to Company or involve direct competitors.

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## **5. INTELLECTUAL PROPERTY**

### **5.1 Ownership**

All Advisory Materials provided to Company are Company's sole property.

### **5.2 Assignment**

Abraham assigns all rights, title, and interest in Advisory Materials to Company.

### **5.3 Limited Scope**

Abraham retains ownership of pre-existing IP and general knowledge/experience. Assignment applies only to specific Advisory Materials created for Company.

### **5.4 License to Pre-Existing IP**

If pre-existing IP incorporated, Abraham grants Company non-exclusive, perpetual, royalty-free license.

### **5.5 Further Assurances**

Abraham agrees to execute documents to perfect Company's ownership.

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## **6. CONFIDENTIALITY**

### **6.1 Confidential Information**

Includes all non-public Company information: business plans, financial data, customer information, technology, trade secrets, product roadmaps, employee information, investor data, board discussions, etc.

## **6.2 Obligations**

Abraham agrees to: - Maintain strict confidentiality - Not disclose without authorization - Use only for advisory purposes - Protect with reasonable care - Not use for personal benefit

## **6.3 Exceptions**

Standard exceptions: publicly available, rightfully possessed, independently developed, required by law.

## **6.4 Return**

Upon termination, return/destroy all Confidential Information and certify compliance.

## **6.5 Survival**

Confidentiality obligations survive indefinitely for trade secrets, 5 years for other information.

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# **7. REPRESENTATIONS AND WARRANTIES**

## **7.1 Abraham Represents**

- Full authority to enter Agreement
- No conflicts with other obligations
- Possesses necessary expertise and qualifications
- Will comply with all laws
- Not subject to restrictions preventing performance
- All information provided is accurate
- No pending litigation affecting ability to perform

## **7.2 Company Represents**

- Full authority to enter Agreement
  - Duly organized and validly existing
  - Authority to grant equity
  - No conflicts with governing documents
  - Disclosed all material information
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## **8. NON-COMPETE AND NON-SOLICITATION**

### **8.1 Non-Compete**

**During Term:** Not directly compete, provide advisory to direct competitors, or invest in competitors (except <5% passive public investments).

**Post-Termination (12 months):** Not start competing business, provide services to direct competitors, or use Confidential Information to compete.

**Competitor:** AI-powered business planning, strategic consulting, or business plan development services to entrepreneurs/small businesses.

### **8.2 Non-Solicitation of Customers**

During term and 12 months after: Not solicit customers, divert business, interfere with relationships, or use customer information for competing purposes.

### **8.3 Non-Solicitation of Employees**

During term and 12 months after: Not solicit/recruit employees, encourage departures, or hire anyone affiliated within preceding 6 months.

### **8.4 Non-Disparagement**

No disparaging statements about Company; Company won't disparage Abraham.

### **8.5 Reasonableness**

Restrictions are reasonable and necessary; if unenforceable, shall be reformed to maximum extent permitted.

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## **9. INDEMNIFICATION**

### **9.1 Company Indemnifies Abraham**

For claims arising from advisory service, except fraud, willful misconduct, gross negligence, breach, or violation of law.

## **9.2 Abraham Indemnifies Company**

For claims from breach, fraud, willful misconduct, gross negligence, violation of law, confidentiality breach, or IP infringement.

## **9.3 Procedure**

Prompt notice, cooperation, control of defense (subject to approval of settlements affecting rights).

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# **10. LIMITATION OF LIABILITY**

## **10.1 Limitation**

Except for confidentiality breaches, IP infringement, or willful misconduct, total liability capped at fair market value of equity granted.

## **10.2 Exclusion**

No liability for indirect, incidental, consequential, special, or punitive damages (except confidentiality, IP, or willful misconduct).

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# **11. DISPUTE RESOLUTION**

## **11.1 Negotiation**

First attempt good faith negotiation.

## **11.2 Mediation**

If negotiation fails within 30 days, non-binding mediation.

## **11.3 Arbitration**

If mediation fails within 30 days, binding arbitration under AAA rules in [LOCATION].

## **11.4 Exceptions**

May seek injunctive relief for confidentiality, IP, or non-compete breaches.

## **11.5 Costs**

Prevailing party recovers attorneys' fees and costs.

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## **12. GENERAL PROVISIONS**

### **12.1 Governing Law**

Laws of State of [STATE].

### **12.2 Jurisdiction**

State or federal courts in [COUNTY], [STATE].

### **12.3 Entire Agreement**

Constitutes entire agreement; supersedes all prior agreements.

### **12.4 Amendments**

Only by written instrument signed by both Parties.

### **12.5 Severability**

Invalid provisions reformed to maximum extent; remaining provisions continue.

### **12.6 Assignment**

Abraham cannot assign; Company may assign to successors/affiliates.

### **12.7 Notices**

In writing via personal delivery, email, certified mail, or overnight courier.

### **12.8 Counterparts**

May be executed in counterparts; electronic signatures valid.

### **12.9 Survival**

Equity (vested), IP, Confidentiality, Non-Compete, Indemnification, Limitation, Dispute Resolution, and General Provisions survive termination.

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## SIGNATURES

### COMPANY: WAIMI

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

### ADVISOR: ABRAHAM WEISLEDER

Signature: \_\_\_\_\_ Name: Abraham

Weisleder Title: Financial Strategy Advisor Date: \_\_\_\_\_

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## EXHIBIT A: ADVISORY POSITION DETAILS

**Position:** Financial Strategy Advisor

**Specific Responsibilities:** 1. Guide financial strategy and long-term planning 2. Advise on fundraising strategy and execution 3. Provide expertise on investor relations and management 4. Guide financial operations and cost optimization 5. Advise on unit economics and path to profitability 6. Leverage VC/PE network for investor introductions

**Key Focus Areas:** 1. Financial Strategy & Planning 2. Fundraising & Investor Relations 3. Financial Operations & Controls 4. Cost Optimization & Efficiency 5. Unit Economics & Profitability

**Success Metrics:** 1. Successful fundraising (\$825K seed round) 2. Break-even achieved by Month 24 3. Unit economics optimized (LTV:CAC >3:1) 4. Runway extended through cost optimization 5. Financial systems and controls established 6. Investor introductions and relationships developed

**Time Commitment:** - Quarterly meetings: 6-8 hours per quarter - Monthly check-ins: 1-2 hours per month - Ad-hoc consultations: 1-2 hours per month - Total: 3-4 hours per month average

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## EXHIBIT B: EQUITY GRANT DETAILS

**Equity Grant:** 0.60% of fully diluted capitalization

**Vesting Schedule:** - Total Period: 24 months - Frequency: Monthly - Amount: 4.167% per month - Cliff: None

**Vesting Milestones:** - Month 6: 0.15% (25% vested) - Month 12: 0.30% (50% vested) - Month 18: 0.45% (75% vested) - Month 24: 0.60% (100% vested)

**Acceleration:** - Single-Trigger (CoC): 50% - Double-Trigger (Termination after CoC): 100%

**Documentation:** - Stock Option Agreement or Restricted Stock Agreement - Board Resolution - Company Stock Option Plan

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## **EXHIBIT C: ANGEL INVESTMENT OPPORTUNITY**

**Investment Opportunity:** Abraham has been identified as having the **highest probability (70-80%)** of participating in Company's angel investment round, with estimated capacity of **\$50K-\$100K**.

**Investment Terms (if Abraham chooses to invest):** - Pre-money valuation: \$2.25M - Investment amount: \$50K-\$100K - Equity percentage: 2.22%-4.44% - Combined with advisory equity: 2.82%-5.04% total ownership - Expected ROI: 6.6x-44.4x over 5-7 years

**Investment Process:** 1. Review investment opportunity materials 2. Conduct due diligence 3. Negotiate investment terms 4. Execute investment agreement 5. Wire funds and receive equity

**Note:** Advisory equity and investment equity are separate and independent. Advisory services are not contingent on investment, and investment is not required for advisory role.

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### **END OF AGREEMENT**

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**Document Version:** 1.0

**Last Updated:** January 2025

**Prepared For:** Abraham Weisleder - Financial Strategy Advisor

**Equity:** 0.60% (tied for second-highest advisory allocation)

**Time Commitment:** 3-4 hours/month

**Investment Probability:** 70-80% (HIGHEST among advisors)

**Investment Capacity:** \$50K-\$100K