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# ADVISORY BOARD SERVICES AGREEMENT

**WAIMI - Dr. Sharada Iyer (Chief Technology 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:** Dr. Sharada Iyer Title: Chief Technology Advisor Address: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ (“Advisor” or “Dr. Iyer”)

(Collectively referred to as the “Parties”)

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## RECITALS

WHEREAS, Dr. Iyer possesses exceptional expertise in technology leadership, AI/ML systems, cloud architecture, and enterprise-scale technology operations, having served as CIO/CTO at Goldman Sachs, Wells Fargo, and Northern Trust;

WHEREAS, Dr. Iyer has demonstrated expertise in building and scaling technology platforms serving millions of users, implementing AI/ML solutions, and achieving significant cost savings (\$100M+) through technology optimization;

WHEREAS, Company is building an AI-powered business planning platform and requires strategic technology guidance to ensure technical excellence, scalability, and competitive differentiation;

WHEREAS, Company desires to engage Dr. Iyer as Chief Technology Advisor to provide strategic guidance on technology strategy, AI/ML implementation, cloud architecture, and technical team building;

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

Dr. Iyer agrees to serve as **Chief Technology Advisor** to Company’s Advisory Board.

### 1.2 Scope of Advisory Services

Dr. Iyer shall provide strategic guidance and advice to Company in the following areas:

**Technology Strategy & Vision:** - Guide overall technology strategy and roadmap - Advise on technology stack selection and architecture decisions - Provide perspective on emerging technologies and trends - Help prioritize technology investments and initiatives - Ensure alignment between technology strategy and business goals

**AI/ML Strategy & Implementation:** - Advise on AI/ML model selection and implementation (GPT-4, LangChain, custom models) - Guide AI training data strategy and quality assurance - Provide expertise on responsible AI practices and ethics - Help optimize AI performance, accuracy, and cost-efficiency - Advise on AI governance and risk management

**Cloud Architecture & Infrastructure:** - Guide cloud infrastructure strategy (AWS/GCP selection and optimization) - Advise on system architecture for scalability and reliability - Provide expertise on microservices architecture and API design - Help optimize infrastructure costs and performance - Ensure security, compliance, and disaster recovery planning

**Technical Team Building:** - Advise on CTO and technical team hiring strategies - Provide guidance on technical team structure and organization - Help establish engineering culture and best practices - Mentor technical leadership team - Advise on technical talent retention strategies

**Cybersecurity & Compliance:** - Guide cybersecurity strategy and implementation - Advise on data protection and privacy compliance (GDPR, CCPA) - Help establish security policies and procedures - Provide expertise on risk management and incident response - Ensure compliance with industry standards and regulations

**Technology Operations:** - Advise on DevOps practices and CI/CD implementation - Guide monitoring, alerting, and performance optimization - Help establish SLAs and operational excellence standards - Provide expertise on system reliability and uptime - Advise on technical support and customer success operations

**Strategic Technology Partnerships:** - Leverage network to identify strategic technology partners - Advise on technology vendor selection and management - Help negotiate technology contracts and agreements - Provide introductions to technology leaders and experts - Support technology-related business development

### **1.3 Time Commitment**

Dr. Iyer 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/CTO (30-60 minutes each) - Ad-hoc consultations on critical technology decisions - Review of technology strategy documents and architecture plans

**Flexible Availability:** - Available for urgent technology matters and critical decisions - Additional time during technology selection and implementation phases - Support during CTO hiring and technical team building - Participation in technology-related investor presentations

**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**

Dr. Iyer acknowledges that this is an advisory relationship providing strategic guidance and recommendations, with final technology 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

**Dr. Iyer 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 Dr. Iyer:** 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 Dr. Iyer for Cause:** 3 months accelerated vesting; all vested equity remains

**Immediate Obligations:** - Return all Company property and confidential materials - Cease using Chief Technology 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

Dr. Iyer shall receive **0.70%** 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 Dr. Iyer's exceptional expertise and 25+ years of CIO/CTO experience - Recognizes value of enterprise-scale technology leadership experience - Acknowledges AI/ML expertise critical to Company's core platform - Reflects network value and ability to open doors to technology partners - Highest equity allocation among advisory board members

## 3.2 Vesting Schedule

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

**Vesting Structure:** - **Monthly Vesting:** 4.167% per month (no cliff) - **Month 1:** 0.029% vested (4.167% of 0.70%) - **Month 6:** 0.175% vested (25% of 0.70%) - **Month 12:** 0.35% vested (50% of 0.70%) - **Month 18:** 0.525% vested (75% of 0.70%) - **Month 24:** 0.70% 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

Dr. Iyer 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**

Dr. Iyer 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**

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

### **4.4 Other Activities**

Dr. Iyer 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**

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

### **5.3 Limited Scope**

Dr. Iyer 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, Dr. Iyer grants Company non-exclusive, perpetual, royalty-free license.

### **5.5 Further Assurances**

Dr. Iyer 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**

Dr. Iyer 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 Dr. Iyer 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 Dr. Iyer.

### **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 Dr. Iyer**

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

## **9.2 Dr. Iyer 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**

Dr. Iyer 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: DR. SHARADA IYER

Signature: \_\_\_\_\_ Name: Dr. Sharada Iyer

Title: Chief Technology Advisor Date: \_\_\_\_\_

\_\_\_\_\_

## EXHIBIT A: ADVISORY POSITION DETAILS

**Position:** Chief Technology Advisor

**Specific Responsibilities:** 1. Guide technology strategy, roadmap, and architecture decisions 2. Advise on AI/ML implementation and optimization 3. Provide expertise on cloud infrastructure and scalability 4. Support CTO hiring and technical team building 5. Guide cybersecurity and compliance strategy 6. Leverage network for technology partnerships

**Key Focus Areas:** 1. AI/ML Strategy & Implementation 2. Cloud Architecture & Scalability 3. Technical Team Building & Leadership 4. Cybersecurity & Compliance 5. Technology Operations & DevOps

**Success Metrics:** 1. Technology roadmap execution and milestone achievement 2. AI platform performance and reliability (99.9%+ uptime) 3. Successful CTO hire and technical team building 4. Cost-effective cloud infrastructure (<20% of revenue) 5. Zero critical security incidents 6. Strategic technology partnerships established

**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

\_\_\_\_\_

## EXHIBIT B: EQUITY GRANT DETAILS

**Equity Grant:** 0.70% of fully diluted capitalization

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

**Vesting Milestones:** - Month 6: 0.175% (25% vested) - Month 12: 0.35% (50% vested) - Month 18: 0.525% (75% vested) - Month 24: 0.70% (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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**END OF AGREEMENT**

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**Document Version:** 1.0

**Last Updated:** January 2025

**Prepared For:** Dr. Sharada Iyer - Chief Technology Advisor

**Equity:** 0.70% (highest advisory allocation)

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

**Interview Date:** November 5, 2025 at 3:30 PM ET