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# ADVISORY BOARD SERVICES AGREEMENT

**WAIMI - JoAnn Laing (Go-to-Market 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:** JoAnn Laing Title: Go-to-Market Strategy Advisor Address: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ (“Advisor” or “JoAnn”)

(Collectively referred to as the “Parties”)

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## RECITALS

WHEREAS, JoAnn possesses exceptional expertise in go-to-market strategy, business scaling, and revenue growth, having achieved 263x growth at HSAFinder and a 42X IPO return at Cybernautics;

WHEREAS, JoAnn has demonstrated expertise in scaling businesses from early stage to millions of users (144K to 38M at Cybernautics), building high-performing sales and marketing teams, and executing successful market entry strategies;

WHEREAS, Company is building an AI-powered business planning platform and requires strategic guidance on go-to-market strategy, customer acquisition, revenue growth, and market positioning;

WHEREAS, Company desires to engage JoAnn as Go-to-Market Strategy Advisor to provide strategic guidance on market strategy, sales execution, customer acquisition, and business scaling;

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

JoAnn agrees to serve as **Go-to-Market Strategy Advisor** to Company’s Advisory Board.

### 1.2 Scope of Advisory Services

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

**Go-to-Market Strategy:** - Guide overall go-to-market strategy and execution plan - Advise on market positioning and competitive differentiation - Help define target customer segments and ideal customer profiles - Provide expertise on pricing strategy and packaging - Guide market entry and expansion strategies

**Sales Strategy & Execution:** - Advise on sales strategy, process, and methodology - Help build and scale sales team and organization - Provide guidance on sales hiring and team structure - Guide sales enablement and training programs - Advise on sales compensation and incentive structures - Help establish sales metrics and performance management

**Customer Acquisition:** - Guide customer acquisition strategy and channels - Advise on lead generation and pipeline development - Help optimize conversion rates and sales cycle - Provide expertise on customer onboarding and activation - Guide customer success and retention strategies - Advise on customer lifetime value optimization

**Marketing Strategy:** - Advise on marketing strategy and brand positioning - Guide content marketing and thought leadership - Help develop marketing campaigns and messaging - Provide expertise on digital marketing and demand generation - Advise on marketing budget allocation and ROI optimization - Guide marketing team building and structure

**Revenue Growth:** - Advise on revenue model and monetization strategy - Help establish revenue targets and growth plans - Guide pricing optimization and revenue expansion - Provide expertise on upsell and cross-sell strategies - Advise on partnership and channel strategies - Help optimize unit economics and profitability

**Business Scaling:** - Guide business scaling strategy and execution - Advise on operational efficiency and process optimization - Help establish scalable systems and infrastructure - Provide expertise on organizational design and team building - Guide change management and growth transitions - Advise on metrics and KPIs for scaling

**Strategic Partnerships:** - Leverage network to identify strategic partners - Advise on partnership strategy and structure - Help negotiate partnership agreements - Provide introductions to potential partners and customers - Support business development initiatives

### **1.3 Time Commitment**

JoAnn 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/Sales Lead (30-60 minutes each) - Ad-hoc consultations on critical go-to-market decisions - Review of go-to-market strategy documents and plans

**Flexible Availability:** - Available for urgent sales and marketing matters - Additional time during market launches and major campaigns - Support during sales leadership hiring - Participation in investor presentations and fundraising

**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**

JoAnn acknowledges that this is an advisory relationship providing strategic guidance and recommendations, with final go-to-market 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

**JoAnn 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 JoAnn:** 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 JoAnn for Cause:** 3 months accelerated vesting; all vested equity remains

**Immediate Obligations:** - Return all Company property and confidential materials - Cease using Go-to-Market 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

JoAnn 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 JoAnn's exceptional go-to-market expertise and proven track record - Recognizes 263x growth achievement and 42X IPO return experience - Acknowledges critical importance of go-to-market strategy to Company's success - Reflects network value and ability to open doors to customers and partners - Second-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:** 0.025% 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

JoAnn 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**

JoAnn 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**

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

### **4.4 Other Activities**

JoAnn 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**

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

### **5.3 Limited Scope**

JoAnn 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, JoAnn grants Company non-exclusive, perpetual, royalty-free license.

### **5.5 Further Assurances**

JoAnn 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**

JoAnn 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 JoAnn 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
-

## **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 JoAnn.

### **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 JoAnn**

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

## **9.2 JoAnn 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**

JoAnn 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: JOANN LAING

Signature: \_\_\_\_\_ Name: JoAnn Laing Title: \_\_\_\_\_

Go-to-Market Strategy Advisor Date: \_\_\_\_\_

\_\_\_\_\_

## EXHIBIT A: ADVISORY POSITION DETAILS

**Position:** Go-to-Market Strategy Advisor

**Specific Responsibilities:** 1. Guide go-to-market strategy and execution 2. Advise on sales strategy and team building 3. Provide expertise on customer acquisition and growth 4. Guide marketing strategy and brand positioning 5. Advise on revenue optimization and business scaling 6. Leverage network for partnerships and customers

**Key Focus Areas:** 1. Go-to-Market Strategy & Execution 2. Sales Strategy & Team Building 3. Customer Acquisition & Growth 4. Marketing Strategy & Brand Positioning 5. Revenue Optimization & Scaling

**Success Metrics:** 1. Customer acquisition targets achieved (1,000+ by Month 24) 2. Revenue growth targets met (\$1.5M Year 1, \$5M Year 2) 3. Sales team successfully built and performing 4. Customer acquisition cost (CAC) <\$200 5. Customer lifetime value (LTV) >\$2,400 6. LTV:CAC ratio >3:1

**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:** 0.60% 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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## **END OF AGREEMENT**

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**Document Version:** 1.0

**Last Updated:** January 2025

**Prepared For:** JoAnn Laing - Go-to-Market Strategy Advisor

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

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

**Key Achievements:** 263x growth at HSAFinder, 42X IPO return at Cybernautics