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ADVISORY BOARD SERVICES AGREEMENT

WAIMI - Melissa Douros (Product Strategy Advisor)

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: Melissa Douros Title: Product Strategy Advisor Address: _____ Email: _____ Phone: _____

_____ (“Advisor” or “Melissa”)

(Collectively referred to as the “Parties”)

RECITALS

WHEREAS, Melissa possesses exceptional expertise in product strategy, product management, and customer experience, having achieved 100% stock increase at Green Dot, \$15MM revenue in 30 days at Discover, and recognition as Top 50 CPO;

WHEREAS, Melissa has demonstrated expertise in building and scaling product organizations, driving product-led growth, and achieving exceptional conversion rates (90% at Great Wolf);

WHEREAS, Company is building an AI-powered business planning platform and requires strategic guidance on product strategy, user experience, product-market fit, and product-led growth;

WHEREAS, Company desires to engage Melissa as Product Strategy Advisor to provide strategic guidance on product development, customer experience, and product organization building;

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

1. ADVISORY ROLE AND RESPONSIBILITIES

1.1 Advisory Position

Melissa agrees to serve as **Product Strategy Advisor** to Company’s Advisory Board.

1.2 Scope of Advisory Services

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

Product Strategy & Vision: - Guide overall product strategy and roadmap - Advise on product vision and long-term direction - Help prioritize product features and initiatives - Provide expertise on product-market fit - Guide product positioning and differentiation - Advise on product lifecycle management

Product Development: - Advise on product development process and methodology - Guide agile/scrum implementation and optimization - Help establish product development best practices - Provide expertise on MVP definition and iteration - Advise on feature prioritization frameworks - Guide product launch strategy and execution

User Experience & Design: - Advise on UX/UI strategy and design principles - Guide user research and customer feedback processes - Help optimize user flows and conversion funnels - Provide expertise on accessibility and usability - Advise on design system and brand consistency - Guide A/B testing and experimentation strategy

Product-Led Growth: - Advise on product-led growth strategy - Guide onboarding and activation optimization - Help improve user engagement and retention - Provide expertise on viral loops and referral programs - Advise on in-product monetization strategies - Guide product analytics and metrics

Product Organization: - Advise on product team structure and hiring - Guide product management best practices - Help establish product culture and processes - Provide expertise on product leadership development - Advise on cross-functional collaboration - Guide product operations and efficiency

Customer Success & Retention: - Advise on customer success strategy - Guide customer feedback and voice-of-customer programs - Help optimize customer retention and churn reduction - Provide expertise on customer health scoring - Advise on customer advocacy and community building - Guide customer lifecycle management

Product Analytics & Metrics: - Advise on product metrics and KPIs - Guide analytics implementation and tracking - Help establish data-driven decision making - Provide expertise on cohort analysis and segmentation - Advise on product experimentation and testing - Guide product performance optimization

1.3 Time Commitment

Melissa 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/Product Lead (30-60 minutes each) - Ad-hoc consultations on critical product decisions - Review of product roadmaps, designs, and user research

Flexible Availability: - Available for urgent product matters and critical decisions - Additional time during product launches and major releases - Support during product leadership hiring - Participation in

product strategy 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

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

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

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

Immediate Obligations: - Return all Company property and confidential materials - Cease using Product 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.

3. EQUITY COMPENSATION

3.1 Equity Grant

Melissa shall receive **0.50%** 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 Melissa's exceptional product expertise and proven track record - Recognizes Top 50 CPO recognition and product leadership experience - Acknowledges critical importance of product strategy to Company's success - Reflects value of customer experience and conversion optimization expertise - Fourth-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:** 0.021% vested (4.167% of 0.50%) - **Month 6:** 0.125% vested (25% of 0.50%) - **Month 12:** 0.25% vested (50% of 0.50%) - **Month 18:** 0.375% vested (75% of 0.50%) - **Month 24:** 0.50% 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

Melissa 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.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

4.1 Status

Melissa 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

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

4.4 Other Activities

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

5. INTELLECTUAL PROPERTY

5.1 Ownership

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

5.2 Assignment

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

5.3 Limited Scope

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

5.5 Further Assurances

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

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

Melissa 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.

7. REPRESENTATIONS AND WARRANTIES

7.1 Melissa 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 Melissa.

8.5 Reasonableness

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

9. INDEMNIFICATION

9.1 Company Indemnifies Melissa

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

9.2 Melissa 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).

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).

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.

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

Melissa 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.

SIGNATURES

COMPANY: WAIMI

Signature: _____ Name: _____

_____ Title: _____

_____ Date: _____

ADVISOR: MELISSA DOUROS

Signature: _____ Name: Melissa Douros

Title: Product Strategy Advisor Date: _____

EXHIBIT A: ADVISORY POSITION DETAILS

Position: Product Strategy Advisor

Specific Responsibilities: 1. Guide product strategy and roadmap 2. Advise on user experience and design 3. Provide expertise on product-led growth 4. Guide product organization building 5. Advise on customer success and retention 6. Help optimize product metrics and analytics

Key Focus Areas: 1. Product Strategy & Vision 2. User Experience & Design 3. Product-Led Growth 4. Product Organization Building 5. Customer Success & Retention

Success Metrics: 1. Product roadmap execution and milestone achievement 2. User engagement and retention rates (85%+ retention) 3. Conversion rate optimization (target: 70%+) 4. Product-market fit validation and improvement 5. Customer satisfaction scores (NPS 70+) 6. Product team successfully built and performing

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: 0.50% of fully diluted capitalization

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

Vesting Milestones: - Month 6: 0.125% (25% vested) - Month 12: 0.25% (50% vested) - Month 18: 0.375% (75% vested) - Month 24: 0.50% (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

END OF AGREEMENT

Document Version: 1.0

Last Updated: January 2025

Prepared For: Melissa Douros - Product Strategy Advisor

Equity: 0.50% (fourth-highest advisory allocation)

Time Commitment: 3-4 hours/month

Key Achievements: 100% stock increase at Green Dot, \$15MM revenue in 30 days, Top 50 CPO, 90% conversion rate at Great Wolf