**[Company Name or Letterhead]**

**[Company Address]**

[\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_]

[Advisor Name]

[Address]

[Address]

Dear [\_\_\_\_\_\_\_\_]:

It is with great pleasure that I confirm your agreement to assist [\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (the “**Company**”) as a member of our advisory board. This letter will set forth the terms and conditions of your participation as an advisor to the Company commencing [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (the “**Effective Date**”).

As a member of our advisory board, you may be asked to attend occasional face-to-face or teleconference meetings of our advisory board and to provide us such guidance with respect to our corporate, research and product development and marketing activities as we may request. As part of your participation, you may be asked to assist, guide our research, evaluate results, review our product designs and strategies and to introduce us to potential partners and customers. We will list you on our web site and in Company brochures as a member of our advisory board; however, we will not use your name in any press releases without obtaining your prior permission. Additionally, you agree:

1. The term of your participation as an advisor shall be [four (4) years] from the Effective Date, subject to renewal by our mutual agreement. Either of us may terminate your participation as an advisor for any reason with ten (10) days prior written notice.
2. In consideration for your participation as a member of our advisory board, you will receive, subject to the approval of the Company’s Board of Directors, a non-statutory option grant under our current stock incentive plan for the purchase of [\_\_\_\_\_\_] shares of common stock of the Company at a price per share equal to the fair market value of the Company’s common stock at the time of Board approval. The option will vest over [four (4) years] subject to your continued active participation as a member of our advisory board.
3. We will reimburse you for all of your reasonable out-of-pocket expenses incurred in connection with your participation in meetings of the advisory board.
4. You agree that all information, whether or not in writing, of a private, secret or confidential nature concerning the Company’s business, business relationships or financial affairs (collectively, “**Proprietary Information**”) is and shall be the exclusive property of the Company.
5. You agree that you will not disclose any Proprietary Information to any person or entity other than employees or advisors of the Company or use the same for any purposes (other than in the performance of your duties as a member of our advisory board) without written approval by an officer of the Company, either during or after you serve as a member of our advisory board, unless and until such Proprietary Information has become public knowledge without your fault.
6. You also agree that any materials containing Proprietary Information which shall come into your custody or possession shall be and are the exclusive property of the Company to be used only in the performance of your duties for the Company. All such materials or copies thereof and all tangible property of the Company in your custody or possession shall be delivered to the Company upon the earlier of (i) our request or (ii) termination of your participation on our advisory board. After such delivery, you shall not retain any such materials or copies thereof or any such tangible property.
7. You agree that your obligations not to disclose or to use Proprietary Information and materials containing Proprietary Information and to return materials and tangible property also extend to such types of information, materials and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to you or the Company.
8. All inventions, discoveries, data, technology, designs, innovations and improvements (whether or not patentable and whether or not copyrightable) which are made, conceived, reduced to practice, created, written, designed or developed by you, solely or jointly with others, (i) during any meeting, discussions or negotiations with representatives of the Company if related to the business of the Company, or (ii) if resulting or directly derived from Proprietary Information (collectively under clauses (i) and (ii), “**Inventions**”), shall be the sole property of the Company. You hereby assign to the Company all Inventions and any and all related patents, copyrights, trademarks, trade names, and other industrial and intellectual property rights and applications therefor, in the United States and elsewhere.
9. You acknowledge and agree that the provisions set forth in the paragraphs six through ten, inclusive, of this letter shall survive any termination of this letter and the termination of your participation on the advisory board. This letter shall be construed, interpreted and enforced in accordance with the laws of the State of [\_\_\_\_\_\_].
10. As a member of our advisory board, you acknowledge that you have no authority to act on behalf of the Company, including, without limitation, to enter into any contract or agreement on behalf of and in the name of the Company.
11. You represent that your service as an advisor to the Company does not and will not breach any agreement you have with any employer or other person (including without limitation any nondisclosure or non-competition agreement), and that you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any current or previous employer or others.

[Remainder of Page Intentionally Left Blank]

 If the terms of your participation as set forth herein are acceptable, please sign where indicated below. Please return to me a signed copy of this letter. We look forward to your participation as a member of our advisory board.

 Sincerely,

**[COMPANY]**

By:
Name:
Title:

**ADVISOR:**

I accept the above agreement:

Name: