

{your company name}

Company number : {your company number}

Company address: {your company address}

To: {advisor name}

{advisor address}

Advisor Agreement

Dear {advisor name},

I am writing to record the terms on which you will provide advice and guidance as an advisor (“**Advisor**”) to {your company name} (“{your company name}”, the “**Company**”).

It is specifically agreed that this letter (the “**Agreement**”) is not, and is not intended to be, a contract of employment.

1 DURATION OF ROLE

Your role as an Advisor will be for an initial period of **X** months from {insert date} unless terminated earlier by either the Company or you giving **X** weeks' notice of termination at any time, subject as provided in this Agreement.

Upon the expiry of the initial **X** months term this Agreement will continue in full force and effect until terminated by the Company or by you giving to the Company **X** month's written notice of termination.

Notwithstanding the above, the Company will be entitled to terminate your role as an Advisor without notice or compensation at any time if you commit any fundamental breach of this Agreement which (if capable of remedy) has not been remedied to the satisfaction of the Company within **X** days of it having given notice to you requiring the breach to be remedied.

2 ADVICE

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You have informed the Board that you have relevant expertise for the Company and that you are willing to provide such expertise as an Advisor of the Company by advising the Company (providing “**Advice**”) including but not limited to the following areas:

- (i) giving an independent and external view and sounding board to the Company's business strategy, as defined by the Board;
- (ii) helping the Board with defining the short, mid and long term direction of the Company;
- (iii) input on presentations and materials that represent the strategy to external parties and partners, where necessary;

- (iv) being available for interaction with current and future investors, as agreed; (v) networking and introductions;
- (vi) agreeing a list of potential strategic partners, clients and relevant industry experts and facilitating introductions and meetings;
- (vii) helping with approach and proposals for the meetings and beyond;
- (viii) advising on any follow ups and negotiations, as required; and
- (ix) attending meetings where necessary and agreed.

You will also provide Advice to the Company as follows:

OBLIGATIONS

3 RESPONSIBILITIES

- 3.1 You will use all reasonable endeavours to promote the interests of the Company and you will provide the Advice with the care, skill and ability expected of an expert in the area proclaimed.
- 3.2 You have confirmed that you will make available to the Company the equivalent of at least 2 working days per month at such times as mutually agreed in order to undertake the Advice.
- 3.3 Unless you have been specifically authorised to do so by the Company in writing, you will not:
 - (a) have any authority to incur any expenditure in the name of or for the account of the Company; or
 - (b) hold yourself out as having authority to bind the Company.
- 3.4 If you are unable to provide the Advice due to illness or injury you must notify the board of directors (the "**Board**") as soon as reasonably practicable.

4 PAYMENT

You will be entitled to payment of MONEY in respect of the Advice to be provided by you pursuant to this Agreement.

You will send the Company an invoice for payment at the end of each month (or at an interval as agreed with the Company) for that period, and the Company will pay the invoice within **X** calendar days.

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The Company will reimburse your pre-agreed reasonable expenses within **X** days of receipt of your invoice and relevant receipts.

5 EQUITY

You will be granted an option to acquire shares in the Company in accordance with Schedule One.

6 TAXATION

6.1 At all times during or after the currency of this Agreement, you will comply with the requirements of all relevant legislation and agreements relating to payment of value added tax, corporation taxes, income taxes and any other taxes and statutory charges levied in respect of the provision of the Advice.

6.2 You will indemnify the Company on demand and on an ongoing basis against:

- (a) any demands for any income tax and primary and secondary class 1 National Insurance or similar contribution, including any penalties or interest arising from any claim that you are or were an employee of the Company or generally arising as a result of the Company's use of your services to provide the Advice;
- (b) any claim whether statutory, contractual or at common law brought by you arising out of or based upon an allegation that you were an employee of the Company; and
- (c) the Company's reasonable costs (on a full indemnity basis) of dealing with any such claim under 6.2(a) or 6.2(b) above.

6.3 The Company will, at your cost and expense, provide you with such assistance as you may reasonably request in the event that you become involved in any dispute with HMRC in relation to the taxation treatment of your advisory role pursuant to this Agreement. The obligation of the Company to provide such assistance will apply during the period of 3 months from the date on which you first make a request for assistance, and the Company will not be required to provide assistance where it considers (acting reasonably) that to do so would place an unreasonable burden on its management team or otherwise adversely affect the day to day running of the Company.

7 RESTRICTIVE COVENANTS

7.1 For the purposes of this clause 7, "**Relevant Date**" means the date upon which you cease to be an Advisor to the Company.

7.2 As you, in the course of your role, will obtain knowledge of trade secrets and other confidential information of the Company and its affiliates from time to time, in order to protect such trade secrets and other confidential information and the goodwill of the Company and its affiliates, you hereby covenant with and undertake to the Company that without prejudice to any other duty implied by law or equity, you will not directly or indirectly, either alone or jointly during the period of your role as an Advisor and for **X** months from the Relevant Date:

- (a) be concerned or involved (whether as a director, partner, lender, proprietor, agent or otherwise) in any business which competes (or which would compete, if so conducted

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on the Relevant Date) with any business of the Company or any of its affiliates at the Relevant Date in any territory in which such business was carried on at the Relevant Date;

- (b) on your own account or for any other person solicit the services of, or endeavor to entice away from the Company or any of its affiliates any director, employee or consultant of the Company or any affiliate who during the period of 1 year prior to the

Relevant Date occupied a senior managerial or a sales position or is a person having specialist skills or knowledge in relation to the Company or any affiliate (whether or not such person would commit any breach of their contract of employment or engagement by reason of leaving the service of such company); or

(c) induce or attempt to induce any supplier of the Company or any affiliate to cease to supply, or to restrict or vary the terms of supply, to the Company or any affiliate.

7.3 Each of the restrictions contained in paragraph 7.2 is separate and distinct and is to be construed separately from the other such restrictions. You hereby acknowledge that you consider such restrictions to be reasonable both individually and in the aggregate and that the duration extent and application of each of such restrictions are no greater than is necessary for the protection of the goodwill of the businesses of the Company and its affiliates and takes into account and adequately compensates you for any restriction or restraint imposed thereby. However, if any such restriction will be found to be void or unenforceable but would be valid or enforceable if some part or parts thereof were deleted or the period or area of application reduced, you hereby agree that such restriction will apply with such modification as may be necessary to make it valid.

7.4 You agree to use your best endeavors to promptly notify the Company in the event that you become a shareholder in any company or other body corporate which carries on business which is, or becomes, competitive with the business of the Company.

8 CONFIDENTIAL INFORMATION

8.1 You will not, either during the term of your role as an Advisor or for a period of **X** years thereafter:

(a) use to the detriment or prejudice of the Company or divulge or communicate to any person any trade secret or other confidential information concerning the business or affairs of the Company (except to employees or directors of the Company whose province it is to know the same) which may have come to your knowledge during the term of your appointment hereunder; or

(b) use for your own purpose or for any purposes other than those of the Company any information or knowledge of a confidential nature which you may from time to time acquire in relation to any member of the Company, but so that this restriction will cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default); or

(c) make statements on the Company's behalf or concerning the Company to the media, financial institutions or anyone associated with the stock markets or investor community, or otherwise, without the express authority of the Board.

8.2 For the purposes of this clause, confidential information will include (but is not limited to) information concerning the Company's:

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(a) finances, business transactions, research activities, dealings and affairs and prospective business transactions;

(b) customers, including, without limitation, customer lists, customer identities and customer requirements;

- (c) existing and planned product lines, price lists and pricing structures (including, without limitation, discounts, special prices or special contract terms offered to or agreed with customers);
- (d) the technology or methodology associated with the concepts, products and services of the Company;
- (e) business plans, sales and marketing information, plans and strategies;
- (f) computer systems, source codes and software;
- (g) the rights in all intellectual property;
- (h) directors, officers, employees and shareholders; and
- (i) the identities or lists of suppliers, licensors, licensees, agents, distributors or contractors (both current and those who were customers, suppliers, licensors, licensees, agents, distributors or contractors during the previous two years) of the Company,

but will not include any information which is publicly available or becomes generally available to the public otherwise than by or as a result of your breach.

9 DATA PROTECTION

You consent to the Company holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "special category personal data" as defined in the United Kingdom General Data Protection Regulation, the Data Protection Act 2018 and all other mandatory laws and regulations of the United Kingdom which are applicable to the parties' Processing of Personal Data under this Agreement relating to you, including but not limited to:

- (a) information on racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;
- (b) information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

You consent to the Company making such information available to the Company, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Company or any part of its business.

You consent to the transfer of such information to the Company's business contacts outside the European Economic Area in order to further its business interests.

You will comply with the Company's data protection policy when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Company.

10 OBLIGATIONS OF TERMINATION

Any Company property in your possession and any original or copy documents obtained by you in the course of providing the Advice will be returned to such person as the Board may notify to you at

any time on request and in any event on or before the termination of this Agreement. You also undertake to irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of the Company.

11 STATUS

11.1 You will be an independent advisor and nothing in this Agreement will render you an employee, worker, agent or partner of the Company and you will not hold yourself out as such.

11.2 You will be fully responsible for and indemnify the Company against any liability, assessment or claim for:

(a) taxation whatsoever arising from or made in connection with the provision of Advice, where such recovery is not prohibited by law; and

(b) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you against the Company arising out of or in connection with the provision of Advice, except where such claim is as a result of any act or omission of the Company.

12 VARIATION AND THIRD PARTY RIGHTS

12.1 This Agreement may only be varied by a document signed by both you and the Company.

12.2 No person other than you and the Company will have any rights under this Agreement and the Contracts (Rights of Third Parties) Act 1999 will not apply to it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any third party.

13 GOVERNING LAW AND JURISDICTION

13.1 This Agreement and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales.

13.2 The courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of this Agreement.

Company and provided that you qualify for an option under that scheme, to acquire shares in the Company of £X nominal value representing X% of the Company equity as of the date of this Agreement, of such share class as the Company will in its sole discretion determine, at an exercise price of £X per share, as adjusted to take into account any subdivision or consolidation of shares.

Your option will be subject to the rules contained in a separate option grant agreement and the rules of the option scheme to be implemented by the Company.

Unless the option grant agreement provides otherwise, the option will vest from the date of this Agreement under a vesting schedule as follows:

the option will vest in equal tranches every month over a period of 3 years or until your service to the Company terminates,

with a X months cliff before the first tranche vests,

such that at the end of the X year vesting period the entire option will have vested.

If the vesting start date precedes the date of the option grant agreement, vesting terms contained in that agreement may indicate that a proportion of the option will be already vested on the date of the grant as if the option had started to vest from the vesting start date.

Each vested portion of the option may be exercised from the day it is vested until the earlier

of: (i) your becoming a Bad Leaver, as defined below; and

(ii) the expiry of X years of the date it is fully vested.

After this time, the option will lapse.

You will be a "**Bad Leaver**" if your service as an Advisor is terminated as a result of gross negligence, wilful or gross misconduct, or if this Agreement is terminated without notice in accordance with its terms. The option will lapse immediately upon your becoming a Bad Leaver.

This option may be exercised by giving an exercise notice to any director of the company. Such notice must be in writing (which includes email), signed by you and accompanied by proof of payment to the Company of the aggregate exercise price for all shares in respect to which the option is to be exercised. It must also specify the date on which it is given and contain a statement to the effect that you are exercising the option.

.....
for and on behalf of **{your company name}**

I accept the terms of my role as an Advisor set out in this letter.