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| **IMPORTANT NOTICE (*Delete This Box Before Signing*)**This template should not be construed as legal advice. This template is designed to be a starting point for negotiations and should be tailored to meet your specific needs. You should consult an attorney before signing. The use of this template is subject to the Terms of Use available here: [https://skala.io/terms](file:///C%3A%5CUsers%5Cpolinakaracenceva%5CDownloads%5Cskala.io%5Cterms). |

**FOUNDER ADVISOR STANDARD TEMPLATE 3.0***Version 1.0 (August 2025)*

This Founder Advisor Standard Template 3.0 (“**FAST**” or “**Agreement**”) is entered into by the parties listed below as of the date of the later signature (“**Effective Date**”). This FAST is one of the forms available at <https://www.skala.io/fast>. Each party confirms that the form has not been modified except to complete blanks and bracketed terms.

**Key Terms** *The following capitalized terms are used throughout this FAST:*

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| “**Agreement Term**” | Indefinite, but either party can terminate in accordance with the Term and Termination provision below |
| “**Advisor Commitment**” | [10] hours per month |
| “**Advisory Services**” | Expert advisory services in the Advisor’s areas of expertise[, you may insert particular areas of focus here, or remove this bracketed text] |
| “**Advisor Compensation**” |  Equity |  Tokens |  Monthly Fee |
| “**Equity Terms**”*Fill out if applicable* | Form: |  Non-qualified Stock Option |  Restricted Stock  |
| Number of Shares: | [Insert] ([Insert]% of company capitalization as of the Effective Date)*Subject to regular dilution provisions* |
| Cliff: |  Yes: [3] months |  No |
| Vesting: |  Yes: [2]-year monthly |  No |
| “**Token Terms**”*Fill out if applicable* | Number of Tokens: | [Insert] ([Insert]% of all tokens issued upon a token generation event)*Subject to regular dilution provisions* |
| Cliff: |  Yes: [3] months |  No |
| Vesting: |  Yes: [2]-year monthly |  No |
| “**Monthly Fee**”*Fill out if applicable* | $[5,000] per month payable by wire transfer until the [10]th day of each month |
| “**Exclusive Relationships**”*Whether Advisor may provide similar services to competing companies* |  Yes |  No |
| “**Governing Law**”*Select one or insert your own* |  New York United Kingdom Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  Singapore UAE |
| “**Dispute Resolution**” |  Litigation in State Courts |  Arbitration |
| “**Arbitration Institution**”*Complete this section only if Arbitration is selected as the Dispute Resolution method* |  American Arbitration Association (AAA)  London Court of International Arbitration (LCIA) Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  Singapore International Arbitration Centre (SIAC) Dubai International Arbitration Centre (DIAC) |

**Signatures**

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| **COMPANY** | **ADVISOR** |
| Signature |  | Signature |  |
| Date |  | Date |  |
| Company |  | Company |  |
| Name |  | Name |  |
| Title |  | Title |  |
| Email |  | Email |  |
| Address |  | Address |  |

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1. **Services**. Advisor agrees to: (i) serve as an expert advisor to Company; (ii) meet with Company’s management, employees, consultants, and other advisory board members; (iii) review Company’s goals and assist in developing strategies to achieve them; (iv) provide advice regarding Company’s business model; (v) introduce Company to potential partners, customers, and investors; and (vi) provide other advisory services within Advisor’s areas of expertise as requested by Company. Advisor further agrees to dedicate at least the number of hours per month specified in the Advisor Commitment section above.
2. **Compensation**. As sole compensation for the Advisory Services, Advisor is entitled to receive equity, tokens, cash, or any combination thereof, as specified in the Advisor Compensation section above and further detailed in the supporting documents typically used for similar arrangements (“**Definitive Agreements**”).
3. **Definitive Agreements**. If the Advisor Compensation includes stocks, tokens, or options to acquire them, Company will prepare the Definitive Agreements and seek approval from the Company’s Board of Directors to enter into such Definitive Agreements with Advisor. Subject to such approval, Company will use commercially reasonable efforts to execute the Definitive Agreements with Advisor within 30 days of the Effective Date. No additional agreements are required for cash compensation.
4. **Expenses**. Advisor is entitled to reimbursement for reasonable, documented expenses, provided such expenses are approved in advance by Company in writing.
5. **Term and Termination**. This Agreement begins on the Effective Date and remains in effect until terminated. Either party may terminate the Agreement by giving the other party at least 10 days’ prior written notice. Company may terminate the Agreement immediately and without prior notice if Advisor (i) refuses or is unable to perform the Advisory Services or (ii) breaches any material provision of this Agreement. Additionally, the Agreement will automatically terminate if Company does not request any Advisory Services from the Advisor for 6 consecutive months. Sections 8 through 12, as well as any remedies for breach, will survive termination or expiration of this Agreement.
6. **Disclosure of Advisor’s Name**. Company may disclose Advisor’s name when identifying its Advisory Board members or as required by applicable law.
7. **Exclusive Relationships**. During the Agreement Term, Advisor may provide similar advisory services to other businesses that compete with Company, unless otherwise indicated in the Exclusive Relationships section above.
8. **Intellectual Property**. Advisor irrevocably assigns to Company all rights, title and interest worldwide in any deliverables created by Advisor while performing the Advisory Services, as well as in any ideas, concepts, discoveries, inventions, information, materials, improvements, designs, software, other works of authorship, and any other work product created or conceived by Advisor for Company during or before the Agreement Term. This includes all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein (collectively, the “**Work Product**”). Advisor retains no right to use the Work Product and agrees not to dispute the validity of Company’s ownership of, or intellectual property rights in, the Work Product. At the Company’s request and expense, Advisor agrees to sign any documents necessary to confirm the assignment. For unassignable rights (e.g., moral rights), Advisor grants Company an exclusive, worldwide, royalty-free license and waives enforcement of any remaining rights or claims against Company and its customers. If Advisor incorporates any prior intellectual property (“**Preexisting IP**”) into the Work Product, Advisor will grant and hereby grants to Company a non-exclusive, perpetual, royalty-free, worldwide license with sublicensing rights to use such Preexisting IP as necessary to exploit the Work Product.
9. **Confidentiality**. During the Agreement Term and thereafter Advisor will: (i) not use or permit the use of Company’s Confidential Information (as defined below) in any manner or for any purpose not expressly set forth in this Agreement; (ii) keep such Confidential Information confidential and protect it from unauthorized use or disclosure; and (iii) not disclose such Confidential Information to any third parties except as permitted in this Section. “**Confidential Information**” means all information disclosed by Company to Advisor, whether before or during the Agreement Term. This does not include information that is public, lawfully obtained from a third party, or independently developed by Advisor without reference to Company’s Confidential Information. Advisor may disclose Confidential Information only to its employees, consultants, and agents who need access to the information to fulfill this Agreement and who are bound by written agreements with confidentiality obligations no less protective than those in this Section.
10. **Non-Assignment**. Advisor may not assign or transfer this Agreement, in whole or in part, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Company. Any attempted assignment or transfer in violation of the foregoing will be null and void.
11. **No Conflicts**. Advisor will refrain from any activity that is inconsistent or incompatible with Advisor’s obligations under this Agreement, including the ability to perform the Advisory Services. Advisor represents and warrants that there are no existing contracts or obligations that conflict with this Agreement. Advisor agrees to indemnify Company from any loss or liability resulting from an alleged breach by Advisor of any services or employment agreement with any third party.
12. **Non-Solicitation**. During the Agreement Term and for 12 months thereafter, the Advisor will not, directly or indirectly, solicit or attempt to solicit any person known to the Advisor to be an employee, client, customer, or partner of the Company to terminate or diminish their relationship with the Company.
13. **Independent Contractor Relationship**. Advisor is an independent contractor and not an employee, agent, or partner of Company. Nothing in this Agreement creates an employment, agency, or joint venture relationship. Advisor has no authority to make representations, enter into contracts, or commit to any obligations on behalf of Company. Company will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers’ compensation insurance on behalf of Advisor. Advisor is solely responsible for all taxes and legal obligations arising from this Agreement. No part of Advisor’s compensation will be subject to withholding by Company for the payment of any social security, federal, state or any other employee payroll taxes. If any authority reclassifies Advisor as an employee, Advisor agrees not to claim any employment-related benefits from Company, including retirement, health, disability, bonus, equity, or insurance benefits, whether retroactively or prospectively.
14. **Governing Law**. This Agreement is governed by the Governing Law selected above, excluding its conflict of law provisions.
15. **Dispute Resolution**. Any dispute arising in connection with this Agreement must be resolved by the Dispute Resolution mechanism selected above. If Arbitration is selected, any dispute arising in connection with this Agreement must be resolved by binding arbitration under the rules of the chosen Arbitration Institution. The arbitration proceedings and any resulting award will remain confidential. Further, both parties waive their rights to a trial by jury or to litigate any dispute relating to this Agreement, except to enforce an arbitration award in a court of competent jurisdiction. The losing party will pay all arbitration-related costs, including arbitration fees, attorneys’ fees, and other expenses.
16. **Other Legal Terms**. Any waiver under this Agreement must be in writing and signed; conduct alone does not constitute a waiver of rights. If any provision of this Agreement is deemed unenforceable, it will be modified only to the minimum extent necessary, so that the remainder of the Agreement remains effective. This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions and agreements. Modifications must be in writing and signed by both parties. Notices must be in writing and sent to the specified addresses or emails and are effective upon receipt. This Agreement may be signed in counterparts, including electronically, all of which together constitute a single agreement.

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**DEFINITIVE AGREEMENTS**

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| **IMPORTANT NOTICE**Equity or token compensation must be documented through Definitive Agreements, which may include documents such as a Stock Purchase Agreement, Employee Stock Option Plan (ESOP), Token Grant Agreement, or other related documents. Templates for these agreements are available when the FAST is generated through the Skala platform at <https://www.skala.io/fast>. |

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