

Advisory Board Agreement

This Advisory Board Agreement (hereinafter «**Agreement**») has been concluded on [date] («**Effective Date**») by and between:

[name], a citizen of [country], bearer a passport of [country of issue] N° [passport number], residing at [address]

(hereinafter referred to as the «**Advisor**»); and

#MetaHash, a legal entity, duly incorporated and acting under the Laws of Switzerland, registration number [to be added], registered office at [to be added], represented by its director [to be added] (hereinafter referred to as the «**Company**»).

Advisor and Company are jointly referred to as the «**Parties**» and each separately as the «**Party**».

Recitals

1. The Company desires to engage individuals with business and technical expertise to serve on its Advisory Board (the «**Advisory Board**») to advise the Company regarding issuance of tokens(digital assets), ICO, developed by the Company (hereinafter referred to as the «**Project**»).

Services Engagement

2. The Company hereby appoints Advisor as a member of its Advisory Board. Advisor, pursuant to the provisions of this Agreement, agrees to serve as a member of the Company's Advisory Board.
3. The Advisor has to provide the Company with Project audit, to perform his comments and proposals regarding the Project launching, maintenance and conducting in good faith.
4. By signing of the present Agreement Advisor irrevocably agrees that the Company is entitled by him to use his photos, images, portfolio, name, experience for marketing purposes, including publication on ICO web pages, in White Paper of the Project, in prospectus, and other materials, newspapers, magazines, etc.
5. To make publications about the Project and ICO in social medias, including LinkedIn, Facebook, and mass media, and any other social media shall the Parties agree so.
6. To make interviews in concern with the participation in the Project.
7. To ensure the Project promo by personal activities.
8. Such services will include discussions with Company management and may include attendance at Advisory Board Meetings; additionally, Advisor shall provide such other clinical and technical advice as the parties may mutually agree (all the foregoing shall collectively be referred to herein as the «**Services**»).

9. During the period in which Advisor provides Services to the Company under this Agreement (the **"Advising Period"**), Advisor will not directly or indirectly (whether for compensation or without compensation) engage in or provide consulting services to any entities conducting any business activity directly relating or competing to products, processes or techniques related to the Company business (the **"Field"**); provided, however, that the foregoing shall not prevent Advisor from engaging in any academic research, teaching or related activity in the Field.
10. During the Advising Period, and one year thereafter, Advisor will not, directly or indirectly (whether for compensation or without compensation) recruit, solicit or induce, or attempt to induce, any employee or contractor of the Company to terminate their employment or contractual relationship with the Company.
11. The Company recognizes that Advisor may from time to time be unable to attend Advisory Board meetings due to Advisor's other obligations. Advisor shall notify the Company in the event of such unavailability. Advisor will perform the foregoing Services for the Company in good faith and to the best of Advisor's ability.

Proprietary Rights

12. During the term of this Agreement, Advisor may receive and otherwise be exposed to information regarding the patents, trade secrets, technology and business of the Company. Advisor therefore agrees that all Proprietary Information (as defined in clause 13), whether presently existing or developed in the future, whether or not patentable or registrable under copyright law, shall be the sole property of the Company and its assignees. The Company shall be the sole owner of intellectual property and other rights in connection with such Proprietary Information.
13. **"Proprietary Information"** includes, without limitation, any information created, discovered, developed, or otherwise known to the Company, all inventions, works of authorship, trade secrets, business plans, confidential knowledge, data or any other proprietary information of the Company and any information assigned or otherwise conveyed to the Company by another entity.
14. By way of illustration, but not limitation, Proprietary Information specifically includes inventions, developments, designs, applications, improvements, trade secrets, formulae, ideas, know-how, methods or processes, discoveries, techniques and data (hereinafter collectively referred to as **"Inventions"**); information regarding plans for research, development, new products, marketing and selling business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and information regarding the skills and compensation of employees of the Company.
15. During the term of this Agreement and after its termination, Advisor will keep in confidence and trust all Proprietary Information and shall not reproduce, use or disclose any Proprietary Information or anything related to such information without the written consent of the Company, except as required in performing the Services.
16. Advisor hereby assigns and transfers to the Company her or his entire right, title and interest in and to all Proprietary Information developed under this Agreement. Advisor will, at the Company's request, promptly execute a written assignment to the Company of title of any such Proprietary Information and will preserve any such information as part of the Proprietary Information of the Company.

Compensation

17. In consideration of the advising Services, the Company unconditionally grants the Advisor with [REDACTED] % of ETH gained by the Company through the whole period of ICO, including Private Round, pre-ICO and ICO, and any other stages which would be named in the Project White Paper as stages during which the ETH is gained, shall the Parties so decide.

Recognition of Company's Rights; Nondisclosure

18. Advisor agrees not to reproduce Proprietary Information in any format, except as necessary for Advisor's performance of Services.
19. During the term of this Agreement and after its termination, Advisor will keep in confidence and trust all Proprietary Information. Advisor shall not use, or disclose to any third party, Proprietary Information or anything related to such information without the prior written consent of the Company, unless such actions are required in the ordinary course of performing Services for the Company pursuant to this Agreement.
20. Advisor agrees not to disclose, without the prior written consent of the Company the terms and conditions under which Advisor will provide Services under this Agreement. Advisor may disclose the fact that Advisor serves on the Advisory Board of the Company.

No Improper Use of Materials

21. Advisor agrees not to bring to the Company or to use in the performance of Services any materials or documents of a present or former employer of Advisor, or of Advisor's employees, or any materials or documents obtained by Advisor under an obligation of confidentiality imposed by reason of another of Advisor's contracting relationships, unless such materials or documents are generally available to the public or Advisor has authorization from such present or former employer or client for the possession and unrestricted use of such materials. Advisor understands that Advisor is not to breach any obligation of confidentiality that Advisor has to present or former employers and agrees to fulfill all such obligations during the term of this Agreement.

Independent Contractor

22. The Company and Advisor agree that Advisor is an independent contractor and not an agent or employee of the Company. Advisor has no authority to act on behalf of the Company or obligate the Company by contract or otherwise. Advisor understands that Advisor will not be eligible for any employee benefits. The Company will not make deductions from Advisor's fees for taxes; therefore, the payment of any taxes related to Advisor's provision of Services under this Agreement shall be the sole responsibility of Advisor.

Term And Termination

23. Unless previously terminated as set forth below, the term of this Agreement shall commence on the Effective Date and shall terminate 2 (two) years thereafter.
24. Either party may terminate this Agreement at will upon 90 (ninety) days written notice to the other.
25. Upon the expiration of this Agreement, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that any termination of this Agreement shall not relieve Advisor of Advisor's obligations, nor shall any such termination relieve Advisor or the Company from any liability arising from any breach of this Agreement.
26. Upon any termination of this Agreement, Advisor shall promptly deliver to the Company all documents and other materials of any nature in Advisor's possession pertaining to the Services, together with all documents and other items containing or pertaining to any Proprietary Information. Advisor shall not retain copies of any such documents or other materials after termination of this Agreement.

Legal And Equitable Remedies

27. Because Advisor's services are personal and unique and because Advisor may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.
28. Advisor consents to the Company holding and processing the personal data relating to Advisor for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in p. (c) of art. 3 of Swiss Federal Act on Data Protection (FADP) of 19 June 1992 (relating to you as appropriate).

Disputes Settlement

29. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence (hereinafter referred to as Disputes) are to be settled by means of written notification of other Party. Such notification shall be examined within fifteen days since its receipt.
30. In case the Parties will fail to settle their Disputes by means of the abovementioned non-formal mechanism, the Parties unconditionally agree that the Disputes shall be referred to and finally resolved by arbitration under the Swiss Chambers' Arbitration Institution and be resolved in accordance with the Swiss Rules of International Arbitration. The governing law of the contract shall be the substantive law of Switzerland.

Expanses

31. Each Party shall bear its own costs related to performance of this Agreement and with further required actions, specified in this Agreement.

Confidentiality

32. Terms and conditions specified in this Agreement constitute confidential information and may not be disclosed to any third party, with the exceptions of any mandatory provisions of securities law or due to any of the Parties participation in litigation.

Miscellaneous

33. The present Agreement has been drawn up and signed in English, in two counterparts, which shall have an equal legal effect.

Advisor

Company