

## ADVISORY BOARD EMPLOYMENT AGREEMENT

THIS ADVISORY BOARD EMPLOYMENT AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") by and between TQG, Inc., a Delaware corporation (the "Company"), and \_\_\_\_\_ (the "Advisory Board Member").

NOW, THEREFORE, for good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), the parties covenant and agree as follows:

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### 1. Title; Duties

1.1 Starting on the Effective Date, the Company shall engage the Advisory Board Member to serve on the Advisory Board ("Advisory Member").

1.2 The Advisory Board Member shall report to the Company's Board of Directors (the "Board") and shall perform such duties consistent with that title as may be assigned by the Board.

1.3 The Advisory Board Member shall serve remotely but acknowledges that duties may require participation in Zoom conferences.

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### 2. Time and Effort

The Advisory Board Member agrees to:

- Devote such time as necessary to fulfill duties assigned by the Board;
- Attend at least six (6) Advisory Board meetings per year; and
- Without regard to any provision in any other Company document, policy, or guideline, the Advisory Board Member may serve on any outside board or company team, provided that such service is not with (i) an entity that directly installs parcel lockers (the "Parcel-Locker Industry") or (ii) an entity that provides mail carrier services (the "Mail Carrier Industry"); these restrictions shall not apply to service in any other industry.

### **3. Term**

The term of this Agreement shall commence on the Effective Date and continue until terminated pursuant to Section 6.

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### **4. Compensation; Benefits**

#### **(a) Base Salary.**

- Annual salary of not less than US \$59,000, subject to applicable taxes and deductions, payable in accordance with the Company's payroll schedule.
- The Board may increase this amount at its discretion; any increase shall become the new Base Salary.
- Notwithstanding the foregoing, payment of the Base Salary shall be contingent upon corporate funding as determined by the Board of Directors and/or the Chief Executive Officer. The Advisory Board Member acknowledges and agrees that no claim, demand, or cause of action shall arise against the Company, its directors, officers, or affiliates for any delay, suspension, or non-payment of Base Salary resulting from a lack of corporate funding.

#### **(b) Stock Options and Restricted Stock Units.**

- The Advisory Board Member shall be eligible for equity awards (stock options and/or RSUs) under the Company's equity plans, upon terms determined by the Board.

#### **(c) Effective Date Grants.**

- On the Effective Date, the Company will grant RSUs covering \_\_\_\_\_ shares of Common Stock, subject to vesting as described below.

#### **(d) Two-Year RSUs.**

- The RSUs granted under Section 4(c) shall vest in equal installments on each of the first and second anniversaries of the Effective Date, subject to the Advisory Board Member's Continuous Service.

- RSU Vesting is Immediate Vesting for Initial Investment. Upon the Company's receipt of the Advisory Board Member's initial investment of Fifty Thousand U.S. Dollars (US \$50,000) (the "Initial Investment"), that portion of the RSUs representing the Initial Investment shall vest in full.

**(e) Benefits Plans.**

- The Advisory Board Member acknowledges that no benefits, other than those required by Delaware law, are initially provided under this Agreement.
- Any additional benefit plans (health, retirement, etc.) must be approved in writing by the Board.

**(f) Vacation.**

- The Advisory Board Member may select working hours and vacation schedule as needed; no fixed vacation days apply.

**(g) Expenses.**

- The Company shall reimburse Board-approved and customary business expenses (travel, meals, etc.) upon presentation of documentation, no later than December 31 following incurrence.
- The Company will reimburse professional fees incurred in negotiating this Agreement up to US \$20,000, upon submission of invoices.

**(h) Withholding.**

- All amounts paid under this Agreement are subject to applicable tax withholdings.

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**5. Other Plans**

Nothing in this Agreement shall limit the Advisory Board Member's rights under any retirement, stock purchase, pension, insurance, profit-sharing or similar plans of the Company now or hereafter in effect.

## **6. At-Will Engagement; Termination**

### **(a) At-Will.**

- The Advisory Board Member's service is at-will and may be terminated by either party at any time, with or without cause or notice.

### **(b) Termination for Cause.**

- If the Company terminates the Advisory Board Member for Cause (Section 7(a)), the Advisory Board Member shall receive only accrued Base Salary and vested benefits through the termination date.

### **(c) Resignation; Notice.**

- The Advisory Board Member may resign at any time by providing at least four (4) weeks' prior written notice; the Advisory Board Member will be paid accrued Base Salary and vested benefits through the last day of service.

### **(d) No Severance or Additional Benefits.**

- The Advisory Board Member acknowledges that no severance benefits, continuation of benefits, or other separation payments are provided by this Agreement, except as required by law or separately approved in writing by the Board.

### **(e) Disability.**

- If the Advisory Board Member becomes disabled (as defined in Section 7(b)), the Company may terminate service; the Advisory Board Member will receive accrued Base Salary and vested benefits through the date of termination.

### **(f) Death.**

- Upon the Advisory Board Member's death, the Company shall pay his or her estate accrued Base Salary and vested benefits through the date of death; no severance is

payable.

(g) Board Resignation.

- Upon termination of the Advisory Board Member's service for any reason (other than death), the Advisory Board Member shall resign from the Advisory Board effective the same date.

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## 7. Definitions

(a) "Cause" means any one of the following events, uncured (if curable) within thirty (30) days of written notice:

- (i) Material breach of the Confidentiality Agreement;
- (ii) Conviction of, or plea of nolo contendere to, a felony or misuse of Company property;
- (iii) Willful failure to perform duties;
- (iv) Intentional tort harming the Company;
- (v) Flagrant dishonesty or disloyalty; or
- (vi) Immoderate use of alcohol or drugs that impairs performance (as determined by an independent physician).

(b) "Disability" means inability to perform duties for four (4) consecutive months or 120 days in any 12-month period due to physical or mental impairment.

(c) "Continuous Service" means uninterrupted service to the Company, excluding authorized leaves of absence of up to 30 days and any periods prior to commencement under this Agreement.

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## 8. Section 280G

If any payment to the Advisory Board Member on account of a Change in Control would constitute a "parachute payment" under Section 280G of the Code, the Company will determine (through its independent accountants) whether to pay in full or reduce the payment to maximize the Advisory Board Member's after-tax receipt.

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## **9. Compliance with Section 409A**

To the extent any amounts payable hereunder constitute deferred compensation under Section 409A of the Code, such amounts shall be paid only upon the Advisory Board Member's Separation from Service (as defined in the Treasury regulations) and, if the Advisory Board Member is a "specified employee," no earlier than six months after such Separation.

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## **10. Choice of Law; Venue**

This Agreement shall be governed by California law (without regard to conflict-of-laws rules). Venue for any proceeding shall be Marin County, California.

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## **11. Arbitration**

All disputes under this Agreement shall be resolved by final, binding arbitration before JAMS, except for Excluded Claims as defined by applicable law. The arbitration shall take place near the Advisory Board Member's last work location, and the Company will pay all arbitration fees in excess of what the Advisory Board Member would pay in court.

- **The arbitration shall be conducted in accordance with the JAMS Employment Arbitration Rules & Procedures, and the Company shall bear all administrative and arbitrator fees, except for an amount equivalent to the filing fee the Advisory Board Member would have paid in court.**
  - **The parties agree that JAMS shall provide a neutral arbitrator with experience in employment law.**
  - **The arbitration award shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction.**
  - **The parties waive the right to a jury trial, but the Advisory Board Member retains all substantive rights and remedies available under applicable law.**
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## **12. Indemnification; D&O Coverage**

The Advisory Board Member shall be entitled to participate in the Company's standard form of indemnification agreement for executive officers and to any directors & officers insurance coverage provided thereby.

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### **13. Clawback and Recovery**

All compensation under this Agreement is subject to the Company's clawback policies.

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### **14. Notices**

All notices hereunder must be in writing and delivered by personal delivery, overnight courier, or fax (with confirmation) to the parties' respective addresses; effective upon actual receipt.

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### **15. Entire Agreement; Amendment**

This Agreement (including Exhibit A) constitutes the entire agreement between the parties and supersedes all prior agreements. It may be amended only by a written instrument signed by the Advisory Board Member and approved by the Board.

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### **16. Waiver; Consent**

Any waiver or consent must be in writing and signed by the party waiving its rights (and, for Company waivers, approved by the Board).

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### **17. Severability**

If any provision is held invalid or unenforceable, the remainder shall continue in full force and effect.

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### **18. Survival**

Provisions that by their terms survive termination (e.g., confidentiality, indemnification, Section 409A compliance) shall remain in effect.

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## **19. Successors**

This Agreement binds and inures to the benefit of the parties and their permitted successors and assigns. The Advisory Board Member's duties are personal and may not be delegated without the Company's written consent.

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## **20. Assignment**

Neither party may assign this Agreement, except the Company may assign in connection with a merger, consolidation, or sale of substantially all assets.

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## **21. Certain Conditions, Representations, Covenants**

21.1 This engagement is contingent on satisfactory proof of the Advisory Board Member's right to work in the U.S.

21.2 The Advisory Board Member agrees to sign and comply with the Confidentiality Agreement (Exhibit A).

21.3 The Advisory Board Member represents no existing agreement prevents full performance hereunder.

21.4 Without prior written approval, the Advisory Board Member shall not (i) disclose former employers' proprietary information; (ii) solicit former employers' customers or employees; or (iii) publicize this engagement.

21.5 The Advisory Board Member acknowledges the right to seek independent legal counsel.

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## **22. Drafting**

The parties have both participated in drafting; no ambiguity shall be construed against either party.

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## 23. Counterparts

This Agreement may be executed in counterparts (including by facsimile), each of which shall be deemed an original.

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## 24. No Employment Relationship; Limitation of Liability

24.1 The Advisory Board Member acknowledges and agrees that service under this Agreement is **not employment** and does not entitle the Advisory Board Member to the rights, privileges, or benefits of an employee under federal, state, or local law, including but not limited to wage-and-hour protections, employee benefit plans, unemployment compensation, or wrongful termination claims.

24.2 The Advisory Board Member expressly waives and releases any claim or cause of action against the Company arising out of or related to employment liability, including claims for wages, salary, benefits, termination, or any other employment-related rights, except as expressly set forth in this Agreement.

24.3 The Company's liability under this Agreement shall be limited strictly to the compensation and benefits expressly provided herein, contingent upon available corporate funding as described in Section 4.

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**SIGNATURE PAGE**

**TQG, INC.**

By: /s/ \_\_\_\_\_

Name: Neil Biafore

Title: Chief Executive Officer

Duly Authorized by the Board

**ADVISORY BOARD MEMBER**

By: /s/ \_\_\_\_\_

Name: \_\_\_\_\_

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**Exhibit A**

Confidentiality Agreement

[Intentionally Omitted]