

## **Advisory Board Charter**

Basic Template – This is not a legal document – have your own legal adviser prepare your individualised advisory board charter

### **I. General Function**

The function of the members of the Advisory Board (the "Advisory Board") shall be to advise and make non-binding recommendations to the Board of Directors of AnyCompany Pty Ltd (the "Company") with respect to matters within the areas of their experience and expertise.

### **II. Membership**

The Advisory Board shall have a minimum of three (3) members and a maximum of nine (9) members.

The members shall be appointed by the Board of Directors of AnyCompany Pty Ltd and can exceed the maximum number of members at the Board's discretion.

The term of service for each member of the Advisory Board will be two years from the date of appointment, or until their successor is duly elected and qualified, or until their earlier resignation, removal by the Board of Directors of AnyCompany Pty Ltd, or death.

The Board of Directors of AnyCompany Pty Ltd shall appoint one of the members as Chairman of the Advisory Board as it becomes vacant for any reason.

The Board of Directors of AnyCompany Pty Ltd shall have the authority, in its sole and absolute discretion, to not reappoint, and to remove any member of the Advisory Board at any time for any reason.

### **III. Mode of Operation**

The Advisory Board shall meet at least four (4) times a year, upon no less than ten (10) days' notice, with each meeting date to be designated by the Chairman of the Advisory Board after discussion and agreement with the company board.

With prior agreement, meetings by teleconference may provide a more economical cost per meeting.

The sole responsibility of the members of the Advisory Board shall be to meet and make recommendations to the Board of Directors of AnyCompany Pty Ltd as to matters within the areas of their experience and expertise.

The Advisory Board's role shall be purely ministerial and advisory and the ultimate responsibility for the management of AnyCompany's business and affairs shall rest with their own Board of Directors.

The Board of Directors shall have no obligation to adopt, or otherwise be bound to act upon, any recommendation of the Advisory Board, but shall, in its sole and absolute discretion, have the ability to take the Advisory Board's recommendations under advisement.

In rendering advice to the Board of Directors of AnyCompany Pty Ltd, the Advisory Board shall have no obligation to conduct any individual research or investigation and shall be entitled to rely solely and exclusively upon the facts and information available to it at the time of the making of its recommendations, including, but not limited to, such facts and information as may be provided to the Advisory Board by the AnyCompany Pty Ltd.

#### **IV. Compensation and Expense Reimbursements**

The members of the Advisory Board shall receive such compensation for their services in such capacities as the Board of Directors of AnyCompany Pty Ltd, in its sole and absolute discretion shall deem proper, but which may vary between members according to their level of experience and expertise.

The members of the Advisory Board shall be entitled to reimbursement from AnyCompany Pty Ltd for all reasonable expenses incurred by them in connection with their Advisory Board services upon the presentation to the Company of written documentation for such expenses.

#### **V. Liability**

The members of the Advisory Board shall have no liability or obligations whatsoever for any actions or omissions taken by them in their capacities as such. Any member of the Advisory Board made, or threatened to be made, a party to any threatened, pending, or contemplated action or proceeding, whether civil, criminal, administrative, or investigative, arising out of or related to such member's service on the Advisory Board, shall be indemnified by AnyCompany Pty Ltd, and the Company may advance to such member related expenses incurred in defence of such action, to the fullest extent permitted by applicable law (including, but not limited to, under the applicable laws of NSW, Australia).

For purposes hereof, "member" shall include such member's heirs and personal representatives.

AnyCompany Pty Ltd acknowledges that the foregoing indemnification is a material inducement to the members of the Advisory Board to serve in their capacities as such, and that such members would not agree to serve on the Advisory Board in the absence of the foregoing indemnification.

#### **VI. Private Contract**

Any member of the Advisory Board may be approached by the board of Anycompany Pty Ltd with a view to privately contracting that member as a consultant or an educator or knowledge provider for AnyCompany Pty Ltd management and staff. Such work will be performed under a separate contract and in such a manner not to interfere with their role as Advisory Board member.

#### **VII. Confidentiality**

All parties will hold confidential all disclosures made to each other during the normal

course of their business.

Advisory Board members will not contact AnyCompany Pty Ltd staff or provide information to them without express approval by AnyCompany Pty Ltd board of directors.

**VIII. Conflict of Interest**

Any Advisory Board member that finds themselves in a conflict of interest position must immediately advise the chairman of the Advisory Board, who in turn advises the board of AnyCompany Pty Ltd.

Unless the conflict can be resolved to the satisfaction of the board of AnyCompany Pty Ltd, consideration for removal from the Advisory Board must be an option open to AnyCompany Pty Ltd.

Signed.....(Advisory Board member)

Date.....

Signed.....(AnyCompany Pty Ltd Board Chairman)

Date.....