BOARD OF DIRECTORS AGREEMENT

Company Name: ______________________________________ Location: ________________________________

Parties:

This Agreement is made by and between the Board of Directors of the above-named Company (the "Company") and each individual d

Recitals:

WHEREAS, the Board of Directors is appointed to govern the affairs of the Company; WHEREAS, the Board desires to define the roles, responsibilities, rights, and obligations of its members for the effective governance of the Company; and WHEREAS, this Agreement sets forth terms agreed upon by all directors.

1. Board Composition and Appointment

The Board shall consist of the individuals duly appointed pursuant to the Company's bylaws and applicable law. Each Director acknowledges receipt of their appointment and agrees to serve in accordance with this Agreement and relevant statutes.

2. Duties and Responsibilities

Directors shall act in good faith, with due care, loyalty, and in the best interests of the Company and its shareholders. Directors agree to comply with all fiduciary duties, including the duty of care and the duty of loyalty, and to avoid conflicts of interest.

3. Meetings

Regular and special meetings of the Board shall be held as provided in the Company's bylaws. Directors agree to attend all duly called meetings, either in person or via lawful electronic means, and to actively participate in deliberations.

4. Voting

Each Director shall have one vote. Actions of the Board shall be decided by majority vote unless otherwise required by law or the Company's governing documents. Abstentions shall be recorded but do not count as affirmative votes.

5. Confidentiality

Directors shall maintain confidentiality of all non-public Company information obtained in their capacity as Directors, both during and after their term. Unauthorized disclosure of confidential information constitutes a material breach of this Agreement.

6. Conflicts of Interest

Directors must disclose any actual or potential conflicts of interest promptly to the Board. Directors shall abstain from voting on matters where a conflict exists and shall comply with all applicable laws and Company policies regarding conflicts.

7. Indemnification

To the fullest extent permitted by law and the Company's governing documents, the Company shall indemnify Directors against liabilities and expenses incurred in their role, except in cases of gross negligence, willful misconduct, or breach of this Agreement.

8. Term and Termination

This Agreement remains effective for the duration of each Director's term. A Director's service may be terminated in accordance with applicable law or Company bylaws. Termination does not relieve the Director of obligations accrued prior to termination.

9. Amendments

This Agreement may be amended only by a written instrument approved by a majority of the Board of Directors.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of __________. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in __________ County, __________.

11. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral.

BOARD MEMBER NAME	SIGNATURE
Print Name: __________________________	Signed: __________________________