

## VIGILSHORE Board Terms and Conditions

### *1. Eligibility and Membership*

- Board membership is available through **application only**, with criteria including experience, investment size, company size, and professional background.
- Members can apply for an **Individual, Business, or Partner seat**, each with varying levels of responsibility and involvement.
- A minimum of **7 months** of interaction with the board is required.
- Board members must **uphold a respectful and legal responsibility** at all times.

### *2. Decision-Making and Approval*

- Board members can **vote on key decisions**.
- All votes and decisions must be **approved by the VIGILSHORE office and the President** before being finalized.

### *3. Conflict of Interest*

- Board members can have **competing business interests**, but **must not undermine VIGILSHORE or exploit their position** for personal gain.
- All affiliations that might create a conflict of interest **must be disclosed**.

### *4. Public Representation*

- Board members can publicly represent VIGILSHORE but **must not imply ownership** or represent the company in a **negative or unprofessional manner**.
- All **official statements or branding** use requires **prior approval**.

## ***5. Board Oversight***

- Board members can **vote on decisions** and request oversight of VIGILSHORE operations, but all actions require **approval from the President at VIGILSHORE Office**.

## ***6. Ethical Guidelines***

- **Professionalism is required** when representing VIGILSHORE publicly or privately.
- **Failure to maintain professionalism** may result in immediate removal from the board.

## ***7. Confidentiality and Agreements***

- Board members must sign an **NDA** and a **Board Agreement** before joining.
- They must **disclose their industry affiliations**, business interests, and any potential conflicts of interest.

## ***8. Performance Reviews***

- Board member performance will be evaluated with **reviews every 7 months**, assessing their contributions and involvement.

## ***9. Collaboration Restrictions***

- Board members **cannot collaborate with direct competitors** and must **disclose any external partnerships**.

## ***10. Dispute Resolution***

- In the event of disputes or disagreements, a **communication process** will be used to resolve conflicts before considering legal action.
- **Legal action is a last resort**.

## ***11. Access to Sensitive Data***

- Board members will have access to **financial data** and **strategic plans** only when necessary.

- **Confidentiality agreements** must be upheld, and **access can be restricted** if conflicts of interest arise.

## ***12. Compensation***

- Board members are **not required to pay fees** for membership.
- **Financial contributions** to ventures are encouraged, but there is **no mandatory fee or investment commitment**.
- **Compensation for board members is not provided**, but **incentives such as media access, insider opportunities, and exposure** may be offered.

## ***13. Removal from the Board***

- Board members may be **removed immediately** for illegal activity, failure to contribute, or violating the terms outlined in the agreement.
- **Resignation can be done at any time** without notice.

## ***14. Voting on Key Decisions***

- **Board members can vote on key decisions**, but all votes must be approved by the President at VIGILSHORE Office.

## ***15. Terms of Agreement Renewal***

- The **NDA** and other agreements will be renewed every **7 months** to ensure continued confidentiality and compliance with VIGILSHORE policies.