

# **Advisory Council Agreement (AC-1) of Ghosts Worth Chasing**

This Advisory Council Agreement ("Agreement") sets forth the understanding between Ghosts Worth Chasing ("the Organization"), a Pennsylvania nonprofit corporation recognized under Section 501(c)(3) of the Internal Revenue Code, and the undersigned advisor ("Advisor"). This Agreement is intended to establish a clear, mutual understanding of the Advisor's role in supporting the Organization's mission, while maintaining appropriate boundaries consistent with the Organization's governance structure.

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# 1. Purpose of the Advisory Council

The Advisory Council exists to provide **strategic guidance, perspective, and subject-matter insight** to support the long-term development, integrity, and effectiveness of the Organization.

Advisors are selected based on their experience, judgment, and alignment with the Organization’s mission and principles.

## 2. Nature of the Role

The Advisor serves in a **non-governing, non-fiduciary** capacity.

- Advisors do **not** have voting authority
- Advisors are **not** members of the Board of Directors
- Advisors do **not** exercise control over organizational decisions

All governance authority remains with the Board of Directors.

## 3. Scope of Contribution

The Advisor may contribute in the following ways, as mutually appropriate:

- Providing strategic or domain-specific guidance
- Offering feedback on initiatives, programs, or materials
- Making introductions to individuals or organizations where relevant
- Serving as a sounding board on key decisions or direction

There is **no minimum time commitment**, and contributions are made on a flexible, good-faith basis.

## 4. Term and Participation

This Agreement is effective as of the date of signature and continues on an **ongoing, at-will basis**.

Either party may conclude the relationship at any time, with or without cause.

The Organization may periodically review Advisory Council composition to ensure continued alignment and effectiveness.

## 5. Confidentiality

The Advisor agrees to maintain the confidentiality of any **non-public, sensitive, or proprietary information** shared in the course of their involvement.

This obligation continues beyond the duration of the Advisor's participation.

## 6. Conflicts of Interest

The Advisor agrees to disclose any **actual or potential conflicts of interest** that could reasonably be perceived to influence their guidance.

Advisors are expected to act in good faith and in alignment with the Organization's mission and integrity standards.

## 7. No Authority to Bind the Organization

The Advisor shall have **no authority to act on behalf of, bind, or represent the Organization** in any contractual, financial, or legal capacity.

Any external communications or representations involving the Organization must be authorized by an officer or the Board of Directors.

## 8. Compensation

Advisory Council participation is **voluntary and uncompensated**, unless otherwise explicitly agreed in writing.

## 9. Public Representation

Advisors may be listed publicly as members of the Advisory Council.

Any use of the Organization's name, materials, or affiliation in a public or professional capacity should be accurate and not misleading.

## 10. Certification

This **Advisory Council Agreement (AC-1)** was adopted by the Board of Directors of Ghosts Worth Chasing and remains in effect until amended or repealed.