

LOCAL LEADER AGREEMENT

This Local Leader Agreement (this “**Agreement**”) is entered into as of the last date of execution set forth on the signature pages hereto (the “**Effective Date**”), by and between Founder Institute, Incorporated, a Delaware corporation (“**FII**”), and the individuals and entities listed on the signature pages hereto (collectively, “**Leader**”).

FII intends on hosting an educational program for entrepreneurs at the location(s) specified on the signature pages hereto (the “**Venue**”) consisting of four (4) or more recruiting sessions and fourteen (14) class sessions (the “**Program**”).

FII desires Leader to help oversee the Program and Leader desires to do so, all upon the terms and conditions set forth herein.

FII and Leader agree as follows:

1. Leader Services. Leader shall assist FII (or its designee) by performing the responsibilities specified on Exhibit A (“Phase 1”), Exhibit B (“Phase 2”) and Exhibit C (“Phase 3,”) and together with Phase 1 and Phase 2, the “**Services**”):

2. Compensation. In consideration of the Services, Leader will be eligible to:

A. Shared Equity Collective. Participate in the Equity Collective and receive Available Equity Collective Proceeds, each as defined below. Leader will earn their right to participate in the Equity Collective at the successful completion of the Services, subject to the reasonable satisfaction of FII. The Available Equity Collective Proceeds of Leader are determined by multiplying the Leader Allocation for each Leader by the total Available Equity Collective Proceeds. The value of the Leader Allocation is specified on the signature page and is subject to change or reallocation by FII if Leader does not complete the Services to the reasonable satisfaction of FII. If applicable, any reallocated Available Equity Collective Proceeds will be divvied up on a pro-rata basis per the Leadership Allocation of each remaining Leader on the signature page; and FII shall deliver the final Leader Allocation to all parties as Exhibit D within 60 days after the Program only if reallocation is necessary.

B. Shared Sponsorship Fees. Receive eighty percent (80%) of all Sponsorship Fees for the Program collected by FII or Leader (the “**Leader Sponsorship Fees**”). Leader will earn their Leader Sponsorship Fee Share upon the invoicing and collection of Sponsorship Fees from any company that sponsors FII activities, including but not limited to a company hosting an event or session, a company representative appearing or speaking at an event or session, or a company being promoted as a Program sponsor or partner on the FII website (fi.co). Each “**Leader Sponsorship Fee Share**” is determined by multiplying the Leader Allocation of each Leader by the Leader Sponsorship Fees. FII may enter into global, regional or multi-venue sponsorships (“**Global Sponsors**”) and foster beneficial partnerships and sponsorships for the benefit of founders, mentors, and leaders globally. FII shall be authorized to enter partnerships and sponsorships with Global Sponsors. Leader shall not enter into partnerships or sponsorships that are directly competitive with Global Sponsors or that may jeopardize FII’s contractual or business relationships with Global Sponsors without FII’s written approval. If a corporate founder sponsored by a company participates in the Founder Institute program for a fee other than the Entrance Fee (the “**Corporate Sponsorship Fees**”), FII shall retain the portion equal to the Final Admissions Entrance Fee, as defined on the signature page, for each founder and shall treat the remaining fee amount as Sponsorship Fees.

C. Shared Entrance Fees. Receive ten percent (10%) of the Entrance Fees when a Program has ten (10) or more Paid Founders; Receive twenty percent (20%) of the Entrance Fees when a Program has twenty (20) or more Paid Founders; Receive thirty percent (30%) of the Entrance Fees when a

Program has thirty (30) or more Paid Founders, (collectively “**Shared Entrance Fees**”). Leader will earn their Entrance Fees Share forty-five (45) days after the first class session and once all refunds of Paid Founders are completed. A “**Paid Founder**” must have paid either the Early Admissions Entrance Fee or Final Admissions Entrance Fee (collectively, the “**Entrance Fees**”), which are specified on the signature page, and must have not received a refund of any Entrance Fee. A Paid Founder may not receive a discount greater than fifty percent (50%) for Entrance Fee sharing purposes. Each Leader’s “**Entrance Fees Share**” is determined by multiplying each Leader’s Leader Allocation by the total Shared Entrance Fees.

D. Payment Terms. FII will send payment to each Leader within forty-five (45) days of receipt of any eligible Leader or Corporate Sponsorship Fees or within forty-five (45) days of the first session for any Shared Entrance Fees that FII collects. Leader will send payment to FII within forty-five (45) days of receipt of any Sponsorship Fees or Entrance Fees that Leader collects. FII and Leader shall provide the receiving party with a statement and payment in such manner as FII may reasonably select.

3. Equity Collective. FII will select companies formed by one (1) or more founders participating in the Program (“**Founder(s)**”) during the Program to issue warrants to FII in FII’s standard form (each such warrant, a “**Warrant**,” and each such company, a “**Portfolio Company**”). All Warrants issued to FII by the Portfolio Companies are collectively referred to as the “**Equity Collective**.” Leader shall be eligible to participate in the Equity Collective on the following terms:

A. Any proceeds actually received by FII resulting from the sale of the Warrants in the Equity Collective or their underlying securities are referred to as “**Equity Collective Proceeds**,” and Leader’s shall be eligible to receive up to forty percent (40%) of all Equity Collective Proceeds received within fifteen (15) years of the start of the Program (the “**Available Equity Collective Proceeds**”).

B. FII shall attempt to distribute any Available Equity Collective Proceeds to Leader in accordance with FII policies then in effect. Distributions are typically made twice annually. While Leader will not have any audit rights pertaining to the Equity Collective, FII shall include a statement of expenses with each distribution providing detail on expenses deducted from such distribution.

C. If FII is unable to notify Leader within forty-five (45) days of FII’s initial attempt, FII will be forced to terminate Leader from the Equity Collective.

D. Equity Collective Proceeds shall be net of the exercise prices of the Warrants, applicable taxes and any legal, arbitration, administrative and other reasonable fees, expenses and costs incurred by FII in connection with administering the Equity Collective, including the exercise of Warrants.

E. FII retains sole discretion with respect to the exercise or sale of any Warrant and its underlying securities, or any interest thereof. Leader agrees that FII has the right to sell up to fifty percent (50%) of the Leader’s Equity Collective interest (“**Available Equity Collective**”) to qualified investors and provide Leader with the proceeds from this sale.

4. FII Services. In addition to the consideration that FII provides to Leader hereunder, FII or its designee shall also assist Leader in overseeing the Program by:

A. Administering the Equity Collective in accordance with FII’s policies.

B. Providing Leader with legal templates, including but not limited to FII’s standard form of Mentor Agreement and warrant/option documents (“**FII Documents**”). Leader may not use or distribute FII Documents other than in connection with the Services.

C. Providing Leader information systems to manage the web presence, curriculum, applications and Founder progress for the Program.

D. Providing Leader with suggested curriculum for the Program

- E. Processing, reviewing and accepting applicants for the Program.
- F. Recommending best of breed operating tactics and a support mailing list.
- G. Announcing the Program through media outlets of FII's choosing.

5. Intervention. While FII values Leader's contribution to the Founder Institute program and looks forward to a mutually beneficial relationship with Leader, FII must nevertheless reserve the right to take over day-to-day operations of the Program from Leader if an Intervention Event occurs. An "**Intervention Event**" shall be deemed to have occurred if Leader fails to oversee and manage the Program in a manner acceptable to FII within two (2) weeks of FII's notice to Leader of any of the following: (a) one (1) or more bona fide complaints about the operations of the Program from Founders, (b) any complaints about timely, partial or incomplete payment of any expenses related to the operation of the Program, (c) three (3) or more Mentors identified by Leader receiving poor ratings by Founders or (d) the withdrawal of forty percent (40%) or more of the aggregate number of Founders from the Program in any given ten (10) day period.

6. Mutual Protections. To ensure a harmonious relationship before and after the Program, the parties agree to the following:

A. Mutual Nonsolicitation. To the fullest extent permitted under applicable law, from the date of this Agreement until six (6) months from the last day of the Program, (i) Leader shall not, directly or indirectly, solicit any Founder or any employees of a company formed by any Founder in connection with the Founder Institute program to leave their employment, or attempt to solicit such employees, either for Leader or for any other person or entity, except to the extent Leader (or one of its affiliates) attempts to solicit such Founder for investment purposes and (ii) FII shall not, directly or indirectly, solicit any employees of Leader to leave their employment, or attempt to solicit such employees, either for FII or for any other person or entity. Nothing in this Section 6 shall prohibit any solicitation through the placement of general employment advertising or any solicitations, whether through the use of recruiters or otherwise, in the ordinary course of Leader or FII's business, as applicable, or the business of any company affiliated with Leader or FII, as applicable, in each case so long as such solicitations are not specifically directed by or at the request of Leader or FII at (i) any particular Founder or any particular employees of a company formed by any Founder in connection with the Founder Institute program or (ii) any particular employees of Leader.

B. Mutual Non-Disparagement. Each party hereto agrees to refrain from making any disparaging statements about the other party or its officers, directors, agents or representatives, including, without limitation, statements concerning such other party's business or services.

7. Confidentiality.

A. Definition. "**Confidential Information**" means any non-public information that relates to the actual or anticipated business and/or products, research or development of FII, any Founder or Mentor, any company formed by a Founder during the Program, or any of their respective affiliates (each a "**Disclosing Party**"), including but not limited to technical data, trade secrets or other information regarding a Disclosing Party's products, services, customers, technology, finances and other business information disclosed by a Disclosing Party, either directly or indirectly, in writing or orally, to Leader. The fact that any individual is participating or has participated in the Founder Institute program shall be considered Confidential Information. Confidential Information shall not include any information that Leader can establish (i) was publicly known or made generally available prior to the time of disclosure to Leader, (ii) becomes publicly known or made generally available after disclosure to Leader through no wrongful action or inaction of Leader, or (iii) is in the rightful possession of Leader, without confidentiality obligations, at the time of disclosure.

B. Nonuse and Nondisclosure. During and after the term of this Agreement, Leader shall hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or

disclosure of Confidential Information, and Leader shall not (i) use the Confidential Information for any purpose whatsoever other than as necessary for rendering the Services, or (ii) disclose the Confidential Information to any third party other than such third parties providing Services to FII in connection with the Program and only to the extent necessary for rendering the Services. Leader may disclose Confidential Information to the extent compelled by applicable law; provided, however, prior to such disclosure, Leader shall provide prior written notice to such Disclosing Party. Each Disclosing Party (other than FII) is an express third-party beneficiary of this Section 7.

C. Authorized Use. In consideration of granting access to online system functionality, private data held by FII in online systems or Confidential Information ("**Sensitive Information**"), Leader acknowledges and agrees that: (i) the system access password and other login credentials of the Leader ("**Login**") must be kept in strict confidence; (ii) Leader will never share the Login or Sensitive Information unless special permission is requested and granted by FII; (iii) Leader will not seek personal benefit or permit others to benefit personally from any unauthorized use of Sensitive Information; (iv) if Leader has any knowledge of unauthorized access to the Login or to Sensitive Information, or has the honest belief that the Login or Sensitive Information has been breached by or leaked to unauthorized users (a "**Breach**"), Leader will immediately report any knowledge of a Breach to an employee of FII.

8. Ownership.

A. Inventions. All right, title, and interest in and to any copyrightable material, notes, designs, inventions, improvements, developments, discoveries and trade secrets conceived, developed or reduced to practice by Leader, solely or with others, in connection with performing the Services which are related to FII and/or the actual or anticipated business of FII, including without limitation the Founder Institute program or the development thereof, and any intellectual property rights relating to the foregoing (the "**Inventions**"), are FII's sole property. Leader agrees to promptly deliver and assign (or cause to be assigned) and hereby irrevocably assigns fully to FII all right, title and interest in and to the Inventions. Leader shall not violate any intellectual property rights of others in performing the Services.

B. Pre-Existing Materials. If Leader incorporates into any Invention or utilizes in the performance of the Services any pre-existing invention, proprietary information or intellectual property right owned by Leader or in which Leader has an interest ("**Prior Inventions**"), (i) Leader shall provide FII with prior written notice and (ii) FII is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to sublicense) to make, use, import, sell, reproduce, distribute, modify, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions without restriction.

C. Derivative Works. Subject to Leader's compliance with Section 7 (Confidentiality) and the following sentence, nothing in this Agreement shall restrict Leader's ability to create, develop, invent, reduce to practice, copyright or patent strategic innovation and market development product and services for (a) defining what is the market that a company, including a start-up, is pursuing or should pursue, (b) discovering what customer needs a company, including a start-up, should target in order to accelerate its development and its overall probability of success, (c) devising products and services wanted by customers of a market, (d) checking and validating that a company is devising products and services wanted by customers in a market, ("**Strategic Innovation and Market Development Inventions**") such product and services possibly taking the form of (but not restricted to) consulting services for payments in any kind, education books, presentation, videos and the performance and provision of educational services (seminars, courses, etc.) for any audience possibly interested in such services. Leader agrees that Leader shall not develop or reduce to practice, solely or with others, any Strategic Innovation and Market Development Inventions while performing the Services (but may, for the avoidance of doubt, do so during off-hours while not performing the Services,

which Strategic Innovation and Market Development Inventions will not be assigned to FII pursuant to Section 8.A).

9. Return of Founder Institute Materials. Upon the termination of this Agreement, or upon FII's earlier request, Leader shall immediately deliver to FII, and shall not recreate, any and all Founder Institute property, including, but not limited to, Confidential Information.

10. Independent Contractor. The parties intend that Leader perform the Services as an independent contractor. Nothing herein shall be construed to constitute Leader as an agent, employee or representative of FII. Without limiting the generality of the foregoing, Leader is not authorized to bind FII to any liability or obligation or to represent that Leader has such authority. Leader acknowledges and agrees that Leader is obligated to report as income all compensation received by Leader hereunder. Leader agrees to indemnify, defend and hold FII harmless from any liability for claims or penalties with respect to any withholding taxes, or labor or employment requirements in connection with this Agreement, including any liability for withholding taxes imposed on FII by the relevant authorities with respect to Leader's compensation hereunder.

11. Miscellaneous.

A. Term. The term of this Agreement shall begin on the Effective Date of this Agreement and shall continue until the later of the final completion of the Services or the end of the Program. Notwithstanding the foregoing, FII may terminate this Agreement and/or Leader's participation in the Equity Collective immediately and without notice if (i) Leader refuses or is unable to perform the Services, (ii) Leader breaches any material provision of this Agreement, (iii) an Intervention Event occurs, (iv) Leader is convicted of or pleads nolo contendere to any felony, (v) necessary or advisable to comply with applicable law, including without limitation state and federal securities laws, or (vi) FII, in its good faith determination, deems any action or inaction by Leader to have adversely effected or reflected negatively on, or is reasonably likely to adversely affect or reflect negatively on, FII, the Founder Institute program or the participants of the Founder Institute program and such action or inaction and/or the results thereof, as applicable, are not cured by Leader to FII's reasonable satisfaction within two (2) weeks of notice from FII to Leader that grounds for termination of this Agreement exist pursuant to Section 11.A.(vi). Section 3 hereof shall survive until the earlier of Leader's termination from the Equity Collective or fifteen (15) years from the beginning of the Program. Sections 6 through 11 hereof shall survive any termination of this Agreement.

B. Effect of Termination. Upon any termination of this Agreement, Leader will only be entitled to receive that portion of the Available Equity Collective, Available Equity Collective Proceeds, Leader Sponsorship Fees, Corporate Sponsorship Fees and Shared Entrance Fees earned by Leader prior to such termination.

C. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to the conflicts of law provisions of any jurisdiction.

D. Dispute Resolution.

i. If a dispute arises from or relates to this Agreement, and if the dispute cannot be settled through direct discussions, Leader and FII agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures in San Francisco, California. If the parties cannot settle the dispute by mediation, the dispute will adjudicated in accordance with Section 11.D.ii.

ii. Leader and FII hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "**Delaware Court**"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction

of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

E. Assignability. This Agreement shall be binding upon Leader's assigns, administrators, and other legal representatives, and shall be for the benefit of FII, its successors, and its assigns. Leader may not sell, assign or delegate, including without limitation by gift, will, devise or intestate succession, any rights or obligations under this Agreement, including but not limited to any rights to the consideration payable under this Agreement, without the prior written consent of FII. If FII consents to any assignment of this Agreement, Leader shall nonetheless continue to be bound by Sections 6–11 hereof. FII may assign this Agreement and its rights and obligations hereunder to any successor to all or substantially all of FII's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.

F. Entire Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement and understanding between the parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the parties. To the extent any terms set forth in any exhibit conflict with the terms set forth herein, this Agreement shall control unless otherwise expressly agreed by the parties in such exhibit.

G. Severability. If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

H. Modification, Waiver. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the parties. Waiver by FII of a breach of any provision of this Agreement shall not operate as a waiver of any other or subsequent breach.

I. Notices. Each notice or other communication required or permitted under this Agreement shall be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered, (ii) if sent by mail, at the earlier of its receipt or seventy-two (72) hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent by electronic mail, upon confirmation of delivery when directed to the relevant electronic mail address.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

By: _____

Name: _____

Title: _____

Date: _____

Email: filegal@fi.co _____

Address:

265 Cambridge Avenue, #60417

Palo Alto, CA 94306

Application Fee: _____

Early Admissions Entrance Fee: _____

Final Admissions Entrance Fee: _____

Venue: _____

Program: (Program ID) _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above. By signing below, each undersigned individual agrees to be bound by this Agreement as a “**Leader**” and acknowledges that such individual is jointly and severally liable with the other individuals below for the obligations of Leader set forth in the Agreement. The undersigned further agree that the proceeds from the sale of the Available Equity Collective, Available Equity Collective Proceeds, Leader Sponsorship Fees, Corporate Sponsorship Fees and Shared Entrance Fees earned by Leader under the Agreement will be allocated to the undersigned in accordance with the Leader Allocation set forth in the signature blocks below. FII shall, subject to the terms and conditions of the Agreement, distribute any proceeds from the sale of the Available Equity Collective, Available Equity Collective Proceeds, Leader Sponsorship Fees, Corporate Sponsorship Fees and Shared Entrance Fees earned by Leader to the undersigned in accordance with their respective Leader Allocation.

Notwithstanding the foregoing, if (i) all of the undersigned assign all of their rights and obligations under this Agreement to a wholly-owned corporation, limited liability company or other entity formed by such individuals with the primary purpose of fulfilling their obligations under this Agreement, (ii) such entity agrees to be bound by the terms and conditions of this Agreement and (iii) FII gives its prior written consent to such assignment, then all proceeds from the sale of the Available Equity Collective, Available Equity Collective Proceeds, Leader Sponsorship Fees, Corporate Sponsorship Fees and Shared Entrance Fees earned and payable under the Agreement shall be paid to such successor entity and all obligations of the undersigned under this Agreement shall terminate, except as set forth in Section 11.E.

LEADER:

By: _____
Name: _____
Date: _____
Leader Allocation: _____

NOTICE:

Email: _____
Phone: _____
Address: _____

By: _____
Name: _____
Date: _____
Leader Allocation: _____

By: _____
Name: _____
Date: _____
Leader Allocation: _____

By: _____
Name: _____
Date: _____
Leader Allocation: _____

By: _____
Name: _____
Date: _____
Leader Allocation: _____

Venue: _____
Program: (Program ID) _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above. By signing below, each of the undersigned that is an natural person (an “**Individual**”) represents and warrants to FII that such Individual, together with the other Individuals, beneficially own all of the outstanding stock, units or interests in the corporation, limited liability company, partnership or other legal entity identified under the heading Entity below (the “**Entity**”). The Entity and each Individual agree (i) to be bound by this Agreement as a “**Leader**” and (ii) that they are jointly and severally liable with one another for all the obligations of Leader under the Agreement. The Entity further agrees to cause all employees, directors, consultants, representatives, agents and affiliates of the Entity to abide by the terms of this Agreement. If the Entity is no longer wholly-owned by the Individuals, each of the Individuals and the Entity agree to notify FII promptly of the same.

LEADER:

“Entity”

Company: _____

By: _____

Name: _____

Title: _____

Date: _____

Leader Allocation: _____

NOTICE:

Email: _____

Phone: _____

Address: _____

“Individuals”

By: _____

Name: _____

Date: _____

Leader Allocation: _____

By: _____

Name: _____

Date: _____

Leader Allocation: _____

By: _____

Name: _____

Date: _____

Leader Allocation: _____

By: _____

Name: _____

Date: _____

Leader Allocation: _____

Venue: _____

Program: (Program ID) _____

Exhibit A

Phase 1: Program Set-up

In Phase 1, Leader shall assist in planning the Program by being responsible for:

1. Selecting dates for each of the Program's four (4) or more recruiting sessions and fourteen (14) sessions.
2. Securing locations within the Venue for each session of the Program, including graduation. Locations must be able to accommodate at least one hundred twenty-five percent (125%) of the number of Founders. For graduation and sessions attended by angel or institutional investors, locations must be able to accommodate at least two hundred percent (200%) of the number of Founders.
3. Engaging at least one (1) but no more than two (2) experienced public speakers and entrepreneurs to act as primary leader(s) and, if applicable, secondary leader(s) for the Program (each, a "**Session Administrator**"). At least one (1) Session Administrator must attend each session of the Program.
4. Engaging highly qualified individuals, such as leading local CEOs of fast-growth technology companies, as speakers for the sessions ("**Mentors**"). Leader must engage at least twenty-five (25) Mentors, each of whom must enter into FII's standard form of Mentor Agreement with FII.
5. Identifying sponsors for the Founder Institute program and develop pricing and materials to solicit sponsorship of the Founder Institute program as necessary.
6. Coordinate with FII on a weekly basis through a weekly call to be determined at a mutually agreeable and recurring time.

While Leader has primary responsibility for the foregoing, all session dates, locations, Session Administrators, Mentors, sponsors and advertising shall be subject to the approval of FII.

Exhibit B

Phase 2: Application Period

After completing or concurrently with Phase 1, Leader shall be responsible for the following:

1. Promoting the Founder Institute program by contacting schools, entrepreneur groups and media sources local to the Venue to announce the Program and recruit applicants using methods approved by FII.
2. Obtaining at least sixty (60) completed applications from persons that desire to participate in the Program, some of whom must have paid the Application Fee specified on the signature pages hereto directly to FII.
3. Obtaining at least twenty-five (25) enrolled Founders.
4. Coordinating the execution of FII's standard form of Equity Collective Agreement by each applicant accepted into the Program by FII.

Exhibit C

Phase 3: Operations Period

After completing or concurrently with Phase 2, Leader shall be responsible for the following:

1. Confirm at least two (2) Mentors per program session and coordinating necessary logistics with Mentors on a weekly basis. This is to include providing each Mentor that is presenting at an upcoming session with the address of the location and format details at least seven (7) days prior to such session.
2. Ensuring that the location and any related catering services for a given session will be available on the specified date and time at least four (4) days in advance of such session, or such earlier time as required by the applicable location or caterer.
3. Coordinating Mentor and Session Administrator office hours such that each Founder can meet with at least one (1) Mentor or Session Administrator for at least one (1) hour during the Program.
4. Attending each class session and oversee day-to-day operations of the Program.
5. Ensuring that at least one (1) Session Administrator is present at each session, the schedule for each session is followed and that Founder attendance is taken at each session.
6. Ensuring that Founders are completing the weekly assignments to FII's reasonable satisfaction and are reporting on each other's progress at least three (3) times per Program and reporting under-performing Founders to FII.
7. Recommending strong Founders to FII for graduation based on a Founder's desire to create a company and reports from other Founders. Coordinate graduation and ensure that graduating Founders cause their Portfolio Companies to issue a Warrant to FII. FII will consider Leader's recommendations when deciding which Founders to graduate.
8. Performing other reasonable tasks to ensure a successful Program.

Exhibit D

Final Leader Allocation Table for Available Equity Collective Proceeds Only

Date: _____

LEADER:

Name: _____
Leader Allocation: ____

Name: _____
Leader Allocation: ____

Name: _____
Leader Allocation: ____

Name: _____
Leader Allocation: ____

Name: _____
Leader Allocation: ____