

## MENTOR AGREEMENT V5

This Mentor Agreement (this “**Agreement**”) is entered as of the date first set forth on the signature pages hereto (the “**Effective Date**”), by and between Founder Institute, Incorporated, a Delaware corporation (“**FII**”), and the individual whose name is listed on the signature pages hereto (“**Mentor**”).

FII and Mentor agree as follows:

1. Founder Institute Program Participation. Mentor will participate in a specific FII program as set forth on the signature pages hereto and identified by a unique program name and/or program number (the "Program ID") in the FII learning management system. The term of the participation is between the program start date and the program end date as specified in the FII learning management system for the Program ID (the "Term"). During the Term, Mentor will be eligible to participate in the Equity Collective (as described in Section 3).

2. Obligations of Mentor. To be eligible to participate in the Equity Collective, Mentor must:

A. Provide guidance and advice to participants enrolled in the Founder Institute program (the “**Founders**”) through one or more of the following activities under Sections 2.A.i or 2.A.ii below, in addition to answering and being reasonably available to answer questions from Founders virtually, in person or via email;

i. Mentor will prepare a presentation on a session topic during the Term, and be present at the agreed upon session to present to the Founders as part of the Founder Institute program; or

ii. Mentor will provide meetings, which may be one-on-one or group meetings, with Founders scheduled through the Founder Institute system during the Term at lengths of fifteen (15), twenty (20) or thirty (30) minutes each (“**Office Hours**”);

B. Provide individual evaluations of the Founders participating in each session attended by Mentor;

C. Provide feedback on the Founder Institute program to the management team of FII;

D. Review and abide by FII’s Code of Conduct in order to ensure a fair and inclusive session; and

E. Abide by FII’s Terms of Use and Privacy Policy.

3. Equity Collective. Subject to the terms and conditions of this Agreement, Mentor shall be eligible to participate in the Equity Collective on the terms specified below:

A. All warrants granted to FII or any securities received by FII from a Portfolio Company shall be collectively referred to as the “**Equity Collective**.”

B. All companies that are formed during the Term by the Founders shall be collectively referred to as “**Portfolio Companies**” or individually as a “**Portfolio Company**.”

C. The exercise or sale of any warrant and/or the sale of any securities received from any Portfolio Company shall be in FII’s sole discretion.

D. Any proceeds actually received by FII resulting from the sale of the warrants or any securities in the Equity Collective shall be referred to as “**Collective Proceeds**.” Collective Proceeds shall be net of the exercise prices of the warrants or any securities, applicable taxes and any legal, arbitration, escrow, banking, administrative and other reasonable fees, expenses and costs incurred by FII in connection with administering the Equity Collective, the exercise or sale of the warrants or the sale of the securities underlying the warrants.

E. FII will set aside twenty percent (20.00%) of all Collective Proceeds received within fifteen (15) years of the start of the Term from the Equity Collective (the “**Available Proceeds**”) for the Mentor and the other mentors that have entered into similar agreements with FII to attend sessions or provide Office Hours during the same Term as Mentor (the “**Eligible Participants**”).

F. Each Eligible Participant will be eligible to receive five hundredths of one percent (0.05%) of the aggregate Collective Proceeds for each session attended by Mentor, whether alone or in conjunction with one or more other Eligible Participants, provided that Mentor performs, with respect to each such session, (i) the obligations under Section 2.A through Section 2.E (the “**Session Proceeds**”). Session Proceeds will be deducted from the Available Proceeds.

G. Each Eligible Participant will be eligible to receive five hundredths of one percent (0.05%) of the aggregate Collective Proceeds for each full hour of Office Hours conducted by Mentor for one or more Founders, provided that Mentor performs, with respect to each such session, (i) the obligations under Section 2.A through Section 2.E (the “**Office Hour Proceeds**”). Office Hours of other meetings not tracked through the FII system will not be eligible for Office Hour Proceeds. Office Hour Proceeds will be deducted from the Available Proceeds.

H. The remaining fifty percent (50%) percent of the Available Proceeds after deduction of Session Proceeds and Office Hour Proceeds shall be reserved for allocation among Eligible Participants that FII determines have provided significant value to FII, the Founder Institute program and/or the Founders (the “**Discretionary Proceeds**”). FII may award all, some or none of the Discretionary Proceeds to the Eligible Participants. The amount of Discretionary Proceeds allocated to any Eligible Participant shall be determined by FII in its sole discretion. Any Discretionary Proceeds not awarded by FII shall be distributed in accordance with Section 3.I below.

I. From time to time FII may ask the Founders to rate the Eligible Participants. Any Available Proceeds that are not allocated to Eligible Participants as Session Proceeds, Office Hour Proceeds or Discretionary Proceeds will be allocated to the Eligible Participants based on the ratings that each Eligible Participant receives from the Founders (the “**Rating Proceeds**”). The five (5) Mentors with the highest average rating from at least five (5) ratings from Founders during the Term, will split the remaining Available Proceeds after awards made per Section 3.F, 3.G and

3.H above. The five (5) highest rated Mentors will be eligible to receive twenty percent each (20%).

J. FII will attempt to distribute any Available Proceeds received by FII to the Eligible Participants twice annually. FII will attempt to contact each Eligible Participant at the email address provided to FII by such Eligible Participant. At FII's option, Available Proceeds will be distributed to an Eligible Participant by cash, check, wire transfer, cancellation of indebtedness or any combination thereof. Each distribution will include a statement of expenses providing reasonable detail on the taxes, fees, expenses and other costs that were deducted from such distribution. No Eligible Participant shall have any audit rights pertaining to the Equity Collective, any Collective Proceeds or any Available Proceeds.

K. If, after using commercially reasonable attempts, FII cannot contact an Eligible Participant regarding a distribution within forty-five (45) days of FII's initial attempt, such Eligible Participant's participation in the Equity Collective shall be terminated and all Available Proceeds owed to such Eligible Participant shall be allocated to FII. In addition, any Available Proceeds that such terminated Eligible Participant would have been entitled to receive in the future had such Eligible Participant's participation in the Equity Collective not been terminated will be allocated to FII. For the avoidance of doubt, FII shall be deemed to have used commercially reasonable attempts to contact an Eligible Participant if FII sends at least two (2) email notifications to such Eligible Participant's last known email address.

#### 4. Confidentiality.

A. Definition of Confidential Information. "**Confidential Information**" means any non-public information that relates to the actual or anticipated business and/or products, research or development of FII, any other Eligible Participant, any Founder, any Portfolio Company formed by a Founder during the Term or any of their respective affiliates (each a "**Disclosing Party**"), including but not limited to technical data, trade secrets, know-how, research, product plans, or other information regarding a Disclosing Party's products or services and markets therefor, customer lists and customers, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by a Disclosing Party, either directly or indirectly, in writing, orally or by drawings or inspection rights granted to Mentor. The fact that any individual is participating or has participated in the Founder Institute program shall be considered Confidential Information hereunder. Notwithstanding the foregoing, Confidential Information shall not include any such information which Mentor can establish (i) was publicly known or made generally available prior to the time of disclosure to Mentor; (ii) becomes publicly known or made generally available after disclosure to Mentor through no wrongful action or inaction of Mentor; or (iii) is in the rightful possession of Mentor, without confidentiality obligations, at the time of disclosure as shown by Mentor's then-contemporaneous written records.

B. Nonuse and Nondisclosure. During and after the Term of this Agreement, Mentor will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and Mentor will not (i) use the Confidential Information for any purpose whatsoever other than as necessary for Mentor's participation in the FII program,

or (ii) disclose the Confidential Information to any third party without the prior written consent of an authorized representative of the Disclosing Party. Mentor may disclose Confidential Information to the extent compelled by applicable law; *provided however*, prior to such disclosure, Mentor shall provide prior written notice to such Disclosing Party and seek a protective order or such similar confidential protection as may be available under applicable law. Mentor agrees that no ownership of Confidential Information is conveyed to Mentor by any Disclosing Party. Each Disclosing Party (other than FII) is an express third party beneficiary of this Section 4.B. Mentor agrees that Mentor's obligations under this Section 4.B shall continue after the termination of this Agreement.

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**"), Mentor acknowledges and agrees that: (i) the system access password and other login credentials of the Mentor ("**Login**") must be kept in strict confidence; (ii) Mentor will never share the Login or Sensitive Information unless special permission is requested and granted by FII; (iii) Mentor will not seek personal benefit or permit others to benefit personally from any unauthorized use of Sensitive Information; (iv) if Mentor 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**"), Mentor will immediately report any knowledge of a Breach to an employee of FII.

5. Termination from Program or Equity Collective.

A. FII Right to Terminate. Notwithstanding anything in this Agreement to the contrary, FII reserves the right to terminate Mentor's participation in the Founder Institute program and the Equity Collective: (i) for Mentor's breach of this Agreement; (ii) for Mentor's conviction or plea of nolo contendere to any felony; (iii) if necessary or advisable to comply with applicable law, including without limitation state and federal securities laws; (iv) for Mentor's breach of FII's Privacy Policy, Terms of Use or Code of Conduct; or (v) for any action or inaction by Mentor that, in the good faith determination of FII, adversely affects, or otherwise reflects negatively on, FII, the Founder Institute program or the participants of the Founder Institute program. The right of FII to terminate Mentor's participation in the Equity Collective shall survive any termination of this Agreement.

B. Termination upon Death. Mentor's participation in the Equity Collective shall automatically terminate upon Mentor's death.

C. Effect of Termination. Upon termination from the Founder Institute program, Mentor will no longer be eligible to participate in the Equity Collective. Upon the termination of Mentor's participation in the Equity Collective, all Available Proceeds owed to Mentor and all future Available Proceeds that the Mentor would have been eligible to receive had Mentor's participation in the Equity Collective not been terminated will be allocated to FII.

6. Nonsolicitation. To the fullest extent permitted under applicable law, from the date of this Agreement until three (3) months from the last day of the Term, Mentor will not, directly or indirectly, solicit any Founder or any employees of a Portfolio Company to leave a Portfolio

Company, or attempt to solicit such employees, either for Mentor or for any other person or entity; provided, however, that nothing herein 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 Mentor's business or the business of any company affiliated with Mentor, in each case so long as such solicitations are not specifically directed by or at the request of Mentor at any particular Founder or any particular employees of a Portfolio Company formed by any Founder during the Term.

7. Independent Contractor. It is the express intention of FII and Mentor that Mentor perform the services described in this Agreement as an independent contractor to FII. Nothing in this Agreement shall in any way be construed to constitute Mentor as an agent, employee or representative of FII. Without limiting the generality of the foregoing, Mentor is not authorized to bind FII to any liability or obligation or to represent that Mentor has any such authority. Mentor acknowledges and agrees that Mentor is obligated to report as income all compensation received by Mentor pursuant to this Agreement.

8. License to Program Materials. Mentor hereby grants FII and its affiliates a worldwide, non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable, transferable license, with the right to grant and authorize sublicenses, to make, have made, sell, offer for sale, use, reproduce, copy, distribute, modify, adapt, prepare derivative works of, display, perform, transmit and otherwise exploit any presentations, recordings, lesson plans, briefing materials, and other items created by Mentor for or in connection with the Founder Institute program used during the Term in connection with the actual or anticipated business of FII ("Program Materials"), including but not limited to the current and future operation of the Founder Institute program.

9. Miscellaneous.

A. Agreement Term. The term of this Agreement will begin on the Effective Date of this Agreement and will continue until the date that is fifteen (15) years from the start of the Term or Mentor's earlier termination from the Founder Institute program or Equity Collective. Sections 4, 5, 6, 7, 8, and 9 shall survive any termination of this Agreement.

B. 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.

C. Dispute Resolution.

- i. If a dispute arises from or relates to this Agreement, and if the dispute cannot be settled through direct discussions, the Mentor 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 shall be adjudicated in accordance with Section 9(C)(ii).
- ii. The Mentor and FII hereby irrevocably and unconditionally (a) 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, (b) 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, (c) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (d) 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.

D. Assignability. This Agreement will be binding upon Mentor's assigns, administrators, and other legal representatives, and will be for the benefit of FII, its successors, and its assigns. Mentor 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 Available Proceeds. Notwithstanding anything to the contrary herein, FII may assign this Agreement and its rights and obligations under this Agreement 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.

E. Entire Agreement. This Agreement and the Terms of Use of the Founder Institute website constitute 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 or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the parties in such exhibit or schedule.

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

G. Modification, Waiver. Subject to Section 9.J, 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 will not operate as a waiver of any other or subsequent breach.

H. 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.

I. Promotional Materials. FII may use Mentor's name, likeness, image and quotes in promotional materials, including press releases, presentations and customer references regarding the Founder Institute program.


J. Reservation of Rights. FII reserves the right to change the terms and conditions of Mentor's participation in the Founder Institute program, the Term of the Founder Institute program and the Equity Collective at any time and from time to time provided that any such change shall be of general applicability to all Eligible Participants.

K. Conflict. In case of any conflict between this Agreement and FII's Terms of Use or Privacy Policy, the terms of this Agreement shall govern.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned have executed this Mentor Agreement effective as of the date first set forth below.

**FOUNDER INSTITUTE, INCORPORATED**

By: 

Name: Adeo Ressi

Title: Chairman

Email: filegal@fi.co

Address: 265 Cambridge Avenue, #60417

Palo Alto, CA 94306

**MENTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Program ID:** \_\_\_\_\_