## Statement of Work

This statement of work is an agreement between Luke Leighton, located in Taipei, Taiwan, hereby referred to as **Partner**, and **Crowd Supply, Inc.**, located in Portland, Oregon, entered into on September 21, 2018, hereby referred to as **Effective Date**, for the purpose of managing the overall execution of the Shakti M-Class Libre RISC-V crowdfunding campaign, hereby referred to as **Campaign**. This agreement is in addition to the <u>Crowd Supply terms of use</u> agreement already in effect. In the case of a conflict between this agreement and the terms of use agreement, this agreement shall take precedence.

## **Crowd Supply Deliverables**

- Creation and promotion of a Campaign pre-launch page with email sign-up form.
- Promotion of the Campaign via Crowd Supply's newsletter.
- Promotion of the Campaign via Crowd Supply's social media channels.
- Promotion of the Campaign on the Crowd Supply website.
- Generation of main Campaign video, as needed.
- Generation of Campaign image assets, as needed.
- Feedback on overall Campaign strategy, such as pricing, funding goal, pledge levels, and messaging.
- Feedback on the production of Campaign media assets, such as text, images, and videos.
- Management of Campaign review units, as needed.
- Clear communication and regular quantitative reports (e.g., web analytics) to inform strategy decisions before and during the Campaign.

## **Partner Approval**

Partner reserves the right to explicitly approve or reject all public messaging around the Campaign, including, but not limited to: video storyboard, video script, text copy, still images, and video. Furthermore, Crowd Supply, Inc. will seek such approval unless instructed otherwise in writing by Partner.

#### **Schedule**

This statement of work is to be carried out from the Effective Date of this agreement through the last day of the Campaign, except as specified otherwise herein. The tentative start date of the Campaign is March 1, 2019. The tentative end date of the campaign is May 31, 2019. Campaign start and end dates are subject to change.

# Compensation

In exchange for the services and deliverables outlined in this statement of work, Crowd Supply, Inc. will receive 12% of the total funding raised during the Campaign. Crowd Supply, Inc. makes no claim to funds raised after the campaign end date, except as would normally be the case for sales made through the <a href="mailto:crowdsupply.com">crowdsupply.com</a> website.

In addition to the fee described above, each payment will be subject to a payment processing fee of 2.9% plus 0.30 USD per transaction.

If Crowd Supply, Inc. is to handle fulfillment, those fees will be detailed separately from this agreement.

## **Expenses**

Partner will reimburse Crowd Supply, Inc. for all pre-approved expenses incurred by Crowd Supply, Inc. in association with the Campaign, such as airfare, hotel, meals, and taxi associated with attending press events or postage associated with shipping review units. Unapproved expenses will be covered by Crowd Supply, Inc. The estimated amount of pre-approved expenses is \$0.

### **Partner Commitments**

Partner commits to the following terms:

- The Campaign will only be run to completion on the <u>crowdsupply.com</u> website and not another website.
- Partner will provide at least one public Campaign update per week during the Campaign.
- Partner will provide at least one public Campaign update every two weeks after the Campaign until all orders have been fulfilled.

- A week before any scheduled product delivery date, Partner will provide a public update disclosing if the delivery date is likely to be met. If the date is not likely to be met, the update must announce a new delivery date and include an explanation of why delivery is delayed.
- Between the Effective Date and the time when all Campaign pledges have been filled
  (including the duration of the Campaign itself), sales of any product related to the
  Campaign are limited to those made through the <u>crowdsupply.com</u> website. Once the
  Campaign pledges have been filled, Campaign products may be sold through other
  channels. If the crowdfunding campaign is unsuccessful for any reason (e.g. does not
  meet its funding goal or is suspended before the funding deadline), then this limitation on
  Campaign product sales is lifted.
- Partner will endeavor in good faith to adhere to the guidelines and advice set forth in <u>The Crowd Supply Guide</u>.

## Agreement

Understood and agreed to by		
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Crowd Supply, Inc Joshua Lifto	on: //shum	pifto
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