

Gumroad, Inc.

CONSULTING AGREEMENT

Effective Date: 03/10/2022

This Consulting Agreement (the “Agreement”) is made as of the Effective Date set forth above by and between Gumroad, Inc. (“Client”) and the Contractor named on the signature page hereto (“Contractor”).

1. **Engagement of Services.** Client may issue Project Assignments to Contractor in the form attached to this Agreement as Exhibit A (each, a “Project Assignment”). Subject to the terms of this Agreement, Contractor will render the services set forth in Project Assignment(s) accepted by Contractor (the “Services”) by the completion dates set forth therein. Except as otherwise provided in the applicable Project Assignment, Contractor will be free of control and direction from the Client (other than general oversight and control over the results of the Services), and will have exclusive control over the manner and means of performing the Services, including the choice of place and time. Contractor will provide, at Contractor’s own expense, a place of work and all equipment, tools and other materials necessary to complete the Services; however, to the extent necessary to facilitate performance of the Services, Client may, in its discretion, make certain of its equipment or facilities available to Contractor at Contractor’s request. While on the Client’s premises, Contractor agrees to comply with Client’s then-current access rules and procedures, including those related to safety, security and confidentiality. Contractor agrees and acknowledges that Contractor has no expectation of privacy with respect to Client’s telecommunications, networking or information processing systems (including stored computer files, email messages and voice messages) and that Contractor’s activities, including the sending or receiving of any files or messages, on or using those systems may be monitored, and the contents of such files and messages may be reviewed and disclosed, at any time, without notice.

2. **Compensation.** Client will pay Contractor the fee set forth in each Project Assignment for Services rendered pursuant to this Agreement as Contractor’s sole compensation for such Services. Contractor will be reimbursed only for expenses that are expressly provided for in a Project Assignment or that have been approved in advance in writing by Client, provided Contractor has furnished such documentation for authorized expenses as Client may reasonably request. Payment of Contractor’s fees and expenses will be in accordance with the applicable Project Assignment. Upon termination of this Agreement for any reason, Contractor will be paid fees on the basis stated in the Project Assignment(s) for hours that has been completed. Unless otherwise provided in a Project Assignment, payment to Contractor of undisputed fees will be due 30 days following Client’s receipt of an invoice that contains accurate records of the work performed that are sufficient to substantiate the invoiced fees.

3. **Ownership of Work Product.** Contractor hereby irrevocably assigns to Client, which assignment Client hereby accepts, all current and future right, title and interest worldwide in and to any deliverables specified in a Project Assignment and to any ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightable works, and any other work product created, conceived or developed by Contractor (whether alone or jointly with others) for Client during or before the term of this Agreement, including all copyrights, patents, (rights to) patent applications, trademarks, trade secrets, design rights, sui generis database rights and other intellectual property rights therein (collectively, the “Work Product”) regardless of whether such intellectual property right existed at the date of signature of the relevant Project Assignment. Such assignment is exclusive, applies worldwide, for the entire duration of protection of the relevant rights and to the fullest extent, i.e. for all possible exploitation methods and forms, including as yet unknown methods and forms of exploitation. Contractor retains no rights to use the Work Product and agrees not to challenge the validity of Client’s ownership of the Work Product. Contractor agrees to execute, at Client’s request and expense, all documents and other instruments necessary or desirable to confirm such assignment, including without limitation, any copyright assignment or patent assignment provided by the Client and for the registration of any of the

foregoing. Contractor hereby irrevocably appoints Client as Contractor's attorney-in-fact for the purpose of executing such documents on Contractor's behalf, which appointment is coupled with an interest. At Client's request, Contractor will promptly record any intellectual property right with the appropriate intellectual property registers and/or offices, including any such patent assignment with the United States Patent and Trademark Office and/or with the foreign equivalents thereof. Client will reimburse Contractor for any reasonable out-of-pocket expenses actually incurred by Contractor in fulfilling its obligations under this section. Contractor will deliver each item of Work Product specified in each Project Assignment and disclose promptly in writing to Client all other Work Product. No additional consideration shall be payable by Client to Contractor in respect of the assignment recorded pursuant to this Section 3.

4. Other Rights. If Contractor has any rights, including without limitation "artist's rights" or "moral rights", in the Work Product that cannot be assigned, Contractor hereby unconditionally and irrevocably grants to Client an exclusive (even as to Contractor), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. Client is under no obligation to use the license granted in this Section 4. In the event that Contractor has any rights in the Work Product that cannot be assigned or licensed, Contractor unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Client or Client's customers. Notwithstanding the foregoing, Client is authorized to modify the Work Product and to designate the author and title of the Work Product.

5. License to Preexisting IP. Contractor agrees not to use or incorporate into Work Product any intellectual property developed by any third party or by Contractor other than in the course of performing services for Client ("Preexisting IP") unless the Preexisting IP has been specifically identified and described in the applicable Project Assignment. In the event Contractor uses or incorporates Preexisting IP into Work Product, Contractor hereby grants to Client a non-exclusive, worldwide, fully-paid and royalty-free, irrevocable, perpetual license, with the right to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display in any medium or format, whether now known or later developed, such Preexisting IP incorporated or used in Work Product.

6. Representations and Warranties. Contractor represents and warrants that: (a) the Services will be performed in a professional manner and in accordance with the industry standards and the Work Product will comply with the requirements set forth in the applicable Project Assignment, (b) before being allowed to begin performing the Services, all individuals (including Contractor's employees and contractors) who contribute to or participate in the conception, creation or development of the Work Product, will have unconditionally and irrevocably assigned all of their right, title and interest in and to the Work Product to Contractor (or directly to Client), (c) the Work Product will be an original work of Contractor, (d) Contractor has the right and unrestricted ability to assign the ownership of Work Product to Client as set forth in Section 3 (including without limitation the right to assign the ownership of any Work Product created by Contractor's employees or contractors), (e) neither the Work Product nor any element thereof, including Preexisting IP, will infringe upon or misappropriate any copyright, patent, trademark, trade secret, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law, (f) Contractor has an unqualified right to grant to Client the license to Preexisting IP set forth in Section 5, (g) none of the Work Product incorporates any software code licensed under the GNU General Public License or Lesser General Public License or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Client, except as expressly agreed by the Client in writing, and (h) Contractor will comply with all applicable federal, state, local and foreign laws governing self-employed individuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability, and other contributions. Contractor further represents and warrants that Contractor is self-employed in an independently established trade, occupation, or business; maintains and operates a business that is separate and independent from Client's business; holds himself or herself out to the public as independently competent and available to provide applicable services

similar to the Services; has obtained and/or expects to obtain clients or customers other than Client for whom Contractor performs services; and will perform work for Client that Contractor understands is outside the usual course of Client's business. Contractor agrees to indemnify and hold Client harmless from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach by Contractor of the representations and warranties set forth in this Section 6.

7. Independent Contractor Relationship. Contractor's relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between Client and any of Contractor's employees or agents. Contractor is not authorized to make any representation, contract or commitment on behalf of Client. Contractor (if Contractor is an individual) and Contractor's employees will not be entitled to any of the benefits that Client may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Because Contractor is an independent contractor, Client will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on behalf of Contractor. Contractor is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of Services and receipt of fees under this Agreement. Contractor is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing Services under this Agreement. No part of Contractor's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law. If, notwithstanding the foregoing, Contractor is reclassified as an employee of Client, or any affiliate of Client, by the U.S. Internal Revenue Service, the U.S. Department of Labor, or any other federal or state or foreign agency as the result of any administrative or judicial proceeding, Contractor agrees that, to the maximum extent permitted by applicable law, Contractor will not, as the result of such reclassification, be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by Client.

8. Confidential Information. During the term of this Agreement and thereafter Contractor (i) will not use or permit the use of Client's Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, (ii) will hold such Confidential Information in confidence and protect it from unauthorized use and disclosure, and (iii) will not disclose such Confidential Information to any third parties except as set forth in this section and in Section 9 below. Contractor will protect Client's Confidential Information from unauthorized use, access or disclosure in the same manner as Contractor protects its own confidential information of a similar nature, but in no event will it exercise less than reasonable care (meaning it will take all technical, organizational and legal measures reasonable given the nature of the Confidential Information). Notwithstanding the foregoing or anything to the contrary in this Agreement or any other agreement between Client and Contractor, nothing in this Agreement shall limit Contractor's right to report possible violations of law or regulation with any federal, state, or local government agency. "Confidential Information" as used in this Agreement means all information disclosed by Client to Contractor, whether during or before the term of this Agreement, that is not generally known in the Client's trade or industry and will include, without limitation: (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of Client or its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; (d) existence of any business discussions, negotiations or agreements between the parties; and (e) any information regarding the skills and compensation of employees, contractors or other agents of Client or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Client or Contractor in the

course of Client's business. Confidential Information does not include information that (x) is or becomes a part of the public domain through no act or omission of Contractor, (y) is disclosed to Contractor by a third party without restrictions on disclosure, or (z) was in Contractor's lawful possession without obligation of confidentiality prior to the disclosure and was not obtained by Contractor either directly or indirectly from Client. In addition, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that Contractor will first have given notice to Client and will have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. All Confidential Information furnished to Contractor by Client is the sole and exclusive property of Client or its suppliers or customers. Upon request by Client, Contractor agrees to promptly deliver to Client the original and any copies of the Confidential Information. Notwithstanding the foregoing nondisclosure obligations, pursuant to 18 U.S.C. Section 1833(b), Contractor will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

9. Contractor's Employees, Contractors and Agents. Contractor shall have the right to disclose Confidential Information only to those of its employees, contractors, and agents who have a need to know such information for the purpose of performing Services and who have entered into a binding written agreement that is expressly for the benefit of Client and protects Client's rights and interests in and to the Confidential Information to at least the same degree as this Agreement. Client reserves the right to refuse or limit Contractor's use of any employee, Contractor or agent or to require Contractor to remove any employee, Contractor or agent already engaged in the performance of the Services. Client's exercise of such right will in no way limit Contractor's obligations under this Agreement.

10. Term and Termination.

1. Term. The initial term of this Agreement is for eighteen months from the Effective Date set forth above, unless earlier terminated as provided in this Agreement. Thereafter, this Agreement will automatically renew for eighteen months terms, unless Client provides 15 days' written notice prior to any such anniversary date that the Agreement will not renew.

2. Termination Without Cause. Client may terminate this Agreement with or without cause, at any time upon 10 days' prior written notice to Contractor. Contractor may terminate this Agreement without cause, at any time upon 10 days' prior written notice to Client.

3. Termination for Cause. Either party may terminate this Agreement immediately in the event the other party has materially breached the Agreement and failed to cure such breach within 3 days after notice by the non-breaching party is given.

4. Survival. The rights and obligations contained in Sections 3 ("Ownership of Work Product"), 4 ("Other Rights"), 5 ("License to Preexisting IP"), 6 ("Representations and Warranties"), 8 ("Confidential Information") and 12 ("Non-solicitation") will survive any termination or expiration of this Agreement.

11. No Conflicts. Contractor will refrain from any activity, and will not enter into any agreement or make any commitment, that is inconsistent or incompatible with Contractor's obligations under this Agreement, including Contractor's ability to perform the Services. Contractor represents and warrants that Contractor is not subject to any contract or duty that would be breached by Contractor's entering into or performing Contractor's obligations under this Agreement or that is otherwise inconsistent with this Agreement.

12. Non-solicitation. Contractor agrees that during the Term of this Agreement, and for one year thereafter, Contractor will not either directly or indirectly, solicit or attempt to solicit any employee, independent

contractor, or Contractor of Client to terminate his, her or its relationship with Client in order to become an employee, Contractor, or independent contractor to or for any other person or entity. Any independent contractors, or Contractors that Contractor has a relationship with prior to the Effective Date, shall be excluded from this non-solicitation requirement.

13. Successors and Assigns. Contractor may not subcontract or otherwise delegate or assign this Agreement or any of its obligations under this Agreement without Client's prior written consent. Any attempted assignment in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement will be for the benefit of Client's successors and assigns, and will be binding on Contractor's assignees.

14. Notices. Any notice required or permitted by this Agreement will be in writing and will be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice will be sent to the addresses set forth below or such other address as either party may specify in writing.

15. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction.

16. Arbitration Law, Location, Procedure, and Arbitration Final and Binding. Any dispute, controversy or claim arising out of, in connection with, or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The seat, or legal place, of arbitration shall be San Francisco, California, U.S.A. The language of the arbitration shall be English.

1. At the first arbitration hearing, the parties will (i) agree on the discovery schedule for the arbitration, (ii) arrange an acceptable procedure for any law and motion proceedings and (iii) in all respects arrange for the most expeditious hearing possible of the matters in dispute.

2. The parties shall have the right to conduct the discovery set forth in **Exhibit B ("Discovery Procedure")**.

3. The parties shall choose, by mutual agreement, one (1) or three (3) neutral arbitrators to hear the dispute. In the event the parties cannot agree on the selection of the arbitrator(s) within thirty (30) days after a demand for arbitration has been served, the American Arbitration Association shall serve as the appointing authority and shall select any arbitrator(s) that have not been appointed.

4. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

5. The award shall be made promptly by the arbitrator(s) and, unless otherwise agreed by the parties, no later than thirty (30) days from the date of closing of the hearing, or if oral hearings have been waived, from the date of transmittal of final statements and proofs to the arbitrator(s). The arbitrator(s) shall be empowered to award only those damages which are permitted in this Agreement, subject to any disclaimers of damages and liability limits set forth in this Agreement, but the arbitrator or arbitrators shall not have the authority to reform, modify or materially change this Agreement. The award rendered by the arbitrator(s) shall include costs of the arbitration, reasonable attorneys' fees and reasonable costs for experts and other witnesses. Judgment on the award may be entered in any court having jurisdiction.

6. The parties agree that the arbitrator(s) shall have the authority to issue interim orders for provisional relief, including, but not limited to, orders for injunctive relief, attachment or other provisional remedy, as necessary to protect either party's name, proprietary information, trade secrets, know-how or any other proprietary right. The parties agree that any interim order of the arbitrator(s) for any injunctive or other

preliminary relief shall be enforceable in any court of competent jurisdiction.

7. The award of the arbitrator(s) shall be final and binding upon the parties. In connection with any application to confirm, correct or vacate the arbitration award, any appeal of any order rendered pursuant to any such application, or any other action required to enforce the arbitration award, the prevailing party shall be entitled to recover its reasonable attorneys' fees, disbursements and costs incurred in any post-arbitration award activities.

17. English Language; Currency. This Agreement, its schedules and all notices or communications given hereunder shall be in the English language. If this Agreement is translated into a language other than English, the English language version shall prevail in the event of any discrepancy between the two versions. All amounts payable to Contractor shall be paid by or on behalf of Company in United States dollars except as specifically set forth in a Project Assignment.

18. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

19. Waiver. The waiver by Client of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any other or subsequent breach by Contractor.

20. Injunctive Relief for Breach. Contractor's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

21. Data Privacy and Security. Contractor will comply with Client's security practices, policies, and procedures in effect from time to time, including with respect to the processing of data and information, in the performance of Contractor's Services hereunder.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Contractor for Client; provided, however, that in the event of any conflict between the terms of this Agreement and any Project Assignment, the terms of the applicable Project Assignment will control. This Agreement may only be changed or amended by mutual agreement of authorized representatives of the parties in writing. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. This Agreement may be executed and delivered by facsimile signature, PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000.

The parties have executed this Agreement as of the Effective Date.

CLIENT:

Signature



Name

Gumroad, Inc.

Title

Chief Executive Officer

Email

sahil@example.com

Address

1 Acme, Burbank, California 91505

Country

United States

CONTRACTOR:

Signature

Name

Raul Lucian Popadineti

Legal Entity

Raul Lucian Popadineti

Email

raulp@hey.com

Address

Martir Marius Ciopec 18C, apt. 16, Timisoara,
Timis 300737

Country

Romania

For copyright registration purposes only, Contractor must provide the following information:

Country of citizenship

Romania

EXHIBIT A

PROJECT ASSIGNMENT #1 UNDER CONSULTING AGREEMENT

Date: 03/10/2022

Project

The Contractor shall provide services as a Programmer, at the direction of the Client's CEO.

Fees and Reimbursement

For Services rendered by Contractor under this Agreement, the Client shall pay Contractor

- US\$100 per hour.

Contractor is expected to work 10 hours per week, but not more than 35 hours per week, for the Client.

For payment terms, please refer to the Terms of Service, which provides that Contractor agrees to bill for their services and receive payment through the Gumroad Inc., d/b/a Flexile Platform.

Contractor will be reimbursed for third party expenses (at cost) if approved in writing in advance by Client.

Contractor will invoice Client monthly for expenses and will provide such reasonable receipts or other documentation of expenses as Client might request, including copies of time records.

The parties have executed this **Project Assignment #1**, as of the date first written above.

CLIENT:

Signature

Sahil Example

Name

Gumroad, Inc.

Title

Chief Executive Officer

Email

sahil@example.com

Address

1 Acme, Burbank, California 91505

Country

United States

CONTRACTOR:

Signature

Name

Raul Lucian Popadineti

Legal Entity

Raul Lucian Popadineti

Email

raulp@hey.com

Address

Martir Marius Ciopec 18C, apt. 16, Timisoara,
Timis 300737

Country

Romania

EXHIBIT B

DISCOVERY PROCEDURES

The parties shall have the right to conduct the following discovery:

1. **Exchange of Documents.** At the first arbitration hearing, the parties shall exchange requests for production of no more than 15 categories of documents (the “**Document Request List**”) that are relevant to the issues in the arbitration and that are to be produced by the other side. Subject to any disputes as to production, the responsive documents shall be produced by the responding party, or made available for inspection, at the requesting party’s option, within a reasonable period of time to be determined by the arbitrator or arbitrators. Any disputes as to production of documents shall be addressed to the arbitrator within the production period specified above, specified by the arbitrator or arbitrators and shall promptly and informally be resolved by the arbitrator or arbitrators.
2. **Exchange of Witness Lists.** Within thirty (30) days or after the production of documents, the parties shall exchange a list of: (i) any witnesses they intend to call at the arbitration hearing, and (ii) any other persons who may have material information about the dispute. The witness list also shall include a brief description of each identified person’s knowledge.
3. **Fact Witness Depositions.** The parties shall have the right to take depositions of any fact (non-expert) witnesses at any time commencing thirty (30) days after the production of documents and up until thirty (30) days prior to the commencement of the arbitration hearing. However, the total time for all of each party’s depositions of fact witnesses shall not exceed two eight hour days, including breaks.
4. **Expert Witnesses.** The parties shall exchange lists of up to three (3) expert witnesses, along with a statement of the witnesses’ backgrounds and opinions, forty-five (45) days prior to the commencement of the arbitration hearing. Between the 30th and 15th day preceding the arbitration hearing, each party shall have the right to depose the other party’s experts, however, the total time for all of each party’s depositions of expert witnesses shall not exceed one eight-hour day, including breaks. At least five (5) business days prior to any expert’s scheduled deposition, the party designating the expert shall provide the other party with copies of any reports or other documents the expert intends to offer at the arbitration hearing and all documents on which the expert has relied in forming his or her opinions.
5. **Additional Discovery.** Any additional discovery may occur only at the discretion of the arbitrator(s) and allowed only upon a showing of good cause.