

DESIGN CONTRACT

This Contract is between Tom Riddle and Harry Potter (the "Contractor").

1 WORK AND PAYMENT.

1.1 Project. Tom Riddle is hiring the Contractor to assist Tom Riddle in designing and producing high fidelity documentation of user interface patterns, components, and compositions.

1.2 Schedule. The Contractor will begin work on May 20, 2018 and will end on August 15, 2018. This Contract can be ended by either Tom Riddle or Contractor at any time, pursuant to the terms of Section 5, Term and Termination.

1.3 Payment. Tom Riddle will pay the Contractor a rate of \$4000.00 (USD) per four week pay period.

1.4 Expenses. Tom Riddle will reimburse the Contractor's expenses. Expenses must be pre-approved by Tom Riddle.

1.5 Invoices. The Contractor will invoice Tom Riddle every two weeks. Tom Riddle agrees to pay the amount owed within fourteen days of receiving the invoice.

1.6 Support. The Contractor will not provide support for any deliverable once Tom Riddle accepts it, unless otherwise agreed in writing.

2 OWNERSHIP AND LICENSES.

2.1 Tom Riddle Owns All Work Product. As part of this job, the Contractor is creating "work product" for Tom Riddle. To avoid confusion, work product is the finished product, as well as drafts, notes, materials, mockups, hardware, designs, inventions, patents, code, and anything else that the Contractor works on—that is, conceives, creates, designs, develops, invents, works on, or reduces to practice—as part of this project, whether before the date of this Contract or after. The Contractor hereby gives Tom Riddle this work product once Tom Riddle pays for it in full. This means the Contractor is giving Tom Riddle all of its rights, titles, and interests in and to the work product (including intellectual property rights), and Tom Riddle will be the sole owner of it. Tom Riddle can use the work product however it wants or it can decide not to use the work product at all. Tom Riddle, for example, can modify, destroy, or sell it, as it sees fit.

2.2 Contractor's Use Of Work Product. Once the Contractor gives the work product to Tom Riddle, the Contractor

does not have any rights to it, except those that Tom Riddle explicitly gives the Contractor here.

2.3 Contractor's Help Securing Ownership. In the future, Tom Riddle may need the Contractor's help to show that Tom Riddle owns the work product or to complete the transfer. The Contractor agrees to help with that. For example, the Contractor may have to sign a patent application. Tom Riddle will pay any required expenses for this. If Tom Riddle cannot find the Contractor, the Contractor agrees that Tom Riddle can act on the Contractor's behalf to accomplish the same thing. The following language gives Tom Riddle that right: if Tom Riddle cannot find the Contractor after spending reasonable effort trying to do so, the Contractor hereby irrevocably designates and appoints Tom Riddle as the Contractor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for the Contractor and on the Contractor's behalf to execute, verify, and file the required documents and to take any other legal action to accomplish the purposes of paragraph 2.1 (Tom Riddle Owns All Work Product).

2.4 Contractor's IP That Is Not Work Product. During the course of this project, the Contractor might use intellectual property that the Contractor owns or has licensed from a third party, but that does not qualify as "work product." This is called "background IP." Possible examples of background IP are pre-existing code, type fonts, properly-licensed stock photos, and web application tools. The Contractor is not giving Tom Riddle this background IP. But, as part of the Contract, the Contractor is giving Tom Riddle a right to use and license (with the right to sublicense) the background IP to develop, market, sell, and support Tom Riddle's products and services. Tom Riddle may use this background IP worldwide and free of charge, but it cannot transfer its rights to the background IP (except as allowed in Section 10.1 (Assignment)). Tom Riddle cannot sell or license the background IP separately from its products or services. The Contractor cannot take back this grant, and this grant does not end when the Contract is over.

2.5 Contractor's Right To Publish Work Product. The Contractor has the right to publish representations of the work product not considered confidential under the terms of section 7 (Confidential Information) with the prior written permission of Tom Riddle.

3 NON-SOLICITATION. Until this Contract ends, the Contractor won't: (a) encourage Tom Riddle employees or service providers to stop working for Tom Riddle; (b) encourage Tom Riddle customers or Tom Riddles to stop doing business with Tom Riddle; or (c) hire anyone who worked for Tom Riddle over the 12-month period before the Contract ended. The one exception is if the Contractor puts out a general ad and someone who happened to work for Tom Riddle responds. In that case, the Contractor may hire that candidate. The Contractor promises that it won't do anything in this paragraph on behalf of itself or a third party.

4 REPRESENTATIONS.

4.1 Overview. This section contains important promises between the parties.

4.2 Authority To Sign. Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

4.3 Contractor Has Right To Give Tom Riddle Work Product. The Contractor promises that it owns the work product, that the Contractor is able to give the work product to Tom Riddle, and that no other party will claim that it owns the work product. If the Contractor uses employees or subContractors, the Contractor also promises that these employees and subContractors have signed contracts with the Contractor giving the Contractor any rights that the employees or subContractors have related to the Contractor's background IP and work product.

4.4 Contractor Will Comply With Laws. The Contractor promises that the manner it does this job, its work product, and any background IP it uses comply with applicable U.S. and foreign laws and regulations.

4.5 Work Product Does Not Infringe. The Contractor promises that its work product does not and will not infringe on someone else's intellectual property rights, that the Contractor has the right to let Tom Riddle use the background IP, and that this Contract does not and will not violate any contract that the Contractor has entered into or will enter into with someone else.

4.6 Tom Riddle Will Review Work. Tom Riddle promises to review the work product, to be reasonably available to the Contractor if the Contractor has questions regarding this project, and to provide timely feedback and decisions.

4.7 Tom Riddle-Supplied Material Does Not Infringe. If Tom Riddle provides the Contractor with material to incorporate into the work product, Tom Riddle promises that this material does not infringe on someone

else's intellectual property rights.

5 TERM AND TERMINATION. This Contract is ongoing, until ended by Tom Riddle or the Contractor. Either party may end this Contract for any reason by sending an email or letter to the other party, informing the recipient that the sender is ending the Contract and that the Contract will end in 7 days. The Contract officially ends once that time has passed. The party that is ending the Contract must provide notice by taking the steps explained in Section 10.4. The Contractor must immediately stop working as soon as it receives this notice, unless the notice says otherwise. Tom Riddle will pay the Contractor for the work done up until when the Contract ends and will reimburse the Contractor for any agreed-upon, non-cancellable expenses. The following sections do not end even after the Contract ends: 2 (Ownership and Licenses); 3 (Non-Solicitation); 4 (Representations); 7 (Confidential Information); 8 (Limitation of Liability); 9 (Indemnity); and 10 (General).

6 INDEPENDENT DESIGNER. Tom Riddle is hiring the Contractor as an independent contractor. The following statements accurately reflect their relationship:

The Contractor will use its own equipment, tools, and material to do the work.

Tom Riddle will not control how the job is performed on a day-to-day basis. Rather, the Contractor is responsible for determining when, where, and how it will carry out the work.

Tom Riddle will not provide the Contractor with any training.

Tom Riddle and the Contractor do not have a partnership or employer-employee relationship.

The Contractor cannot enter into contracts, make promises, or act on behalf of Tom Riddle.

The Contractor is not entitled to Tom Riddle's benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).

The Contractor is responsible for its own taxes.

Tom Riddle will not withhold social security and Medicare taxes or make payments for disability insurance,

unemployment insurance, or workers compensation for the Contractor.

7 CONFIDENTIAL INFORMATION.

7.1 Overview. This Contract imposes special restrictions on how Tom Riddle and the Contractor must handle confidential information. These obligations are explained in this section.

7.2 Confidential Information. While working for Tom Riddle, the Contractor may come across, or be given, client information that is confidential. This is information like customer lists, business strategies, research & development notes, statistics about a website, and other information that is private. The Contractor promises to treat this information as if it is the Contractor's own confidential information. The Contractor may use this information to do its job under this Contract, but not for anything else. For example, if Tom Riddle lets the Contractor use a customer list to send out a newsletter, the Contractor cannot use those email addresses for any other purpose. The one exception to this is if Tom Riddle gives the Contractor written permission to use the information for another purpose, the Contractor may use the information for that purpose, as well. When this Contract ends, the Contractor must give back or destroy all confidential information, and confirm that it has done so. The Contractor promises that it will not share confidential information with a third party, unless Tom Riddle gives the Contractor written permission first. The Contractor must continue to follow these obligations, even after the Contract ends. The Contractor's responsibilities only stop if the Contractor can show any of the following: (i) that the information was already public when the Contractor came across it; (ii) the information became public after the Contractor came across it, but not because of anything the Contractor did or didn't do; (iii) the Contractor already knew the information when the Contractor came across it and the Contractor didn't have any obligation to keep it secret; (iv) a third party provided the Contractor with the information without requiring that the Contractor keep it a secret; or (v) the Contractor created the information on its own, without using anything belonging to Tom Riddle.

7.3 Third-Party Confidential Information. It's possible Tom Riddle and the Contractor each have access to confidential information that belongs to third parties. Tom Riddle and the Contractor each promise that it will not share with the other party confidential information that belongs to third parties, unless it is allowed to do so. If Tom Riddle or the Contractor is allowed to share confidential information with the other party and

does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information.

8 LIMITATION OF LIABILITY. Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Contract.

9 INDEMNITY.

9.1 Overview. This section transfers certain risks between the parties if a third party sues or goes after Tom Riddle or the Contractor or both. For example, if Tom Riddle gets sued for something that the Contractor did, then the Contractor may promise to come to Tom Riddle's defense or to reimburse Tom Riddle for any losses.

9.2 Tom Riddle Indemnity. In this Contract, the Contractor agrees to indemnify Tom Riddle (and its affiliates and its and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of:

(i) the work the Contractor has done under this Contract; (ii) a breach by the Contractor of its obligations under this Contract; or (iii) a breach by the Contractor of the promises it is making in Section 4 (Representations).

9.3 Contractor Indemnity. In this Contract, Tom Riddle agrees to indemnify the Contractor (and its affiliates and its and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of a breach by Tom Riddle of its obligations under this Contract.

10 GENERAL.

10.1 Assignment. This Contract applies only to Tom Riddle and the Contractor. The Contractor cannot assign its rights or delegate its obligations under this Contract to a third-party (other than by will or intestate), without first receiving Tom Riddle's written permission. In contrast, Tom Riddle may assign its rights and delegate its obligations under this Contract without the Contractor's permission. This is necessary in case, for example, another Tom Riddle buys out Tom Riddle or if Tom Riddle decides to sell the work product that results from this Contract.

10.2 Arbitration. As the exclusive means of initiating adversarial

proceedings to resolve any dispute arising under this Contract, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules.

10.3 Modification; Waiver. To change anything in this Contract, Tom Riddle and the Contractor must agree to that change in writing and sign a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.

10.4 Notices.

(a) Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). The notice must be delivered to the party's address listed at the end of this Contract or to another address that the party has provided in writing as an appropriate address to receive notice.

(b) The timing of when a notice is received can be very important. To avoid confusion, a valid notice is considered received as follows: (i) if delivered personally, it is considered received immediately; (ii) if delivered by email, it is considered received upon acknowledgement of receipt; (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered. If the notice is received after 5:00pm on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice is considered received at 9:00am on the next business day.

10.5 Severability. This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any

portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

10.6 Signatures. Tom Riddle and the Contractor must sign this document using HelloSign's e-signing system.

These electronic signatures count as originals for all purposes.

10.7 Governing Law. The laws of the state of New York govern the rights and obligations of Tom Riddle and the Contractor under this Contract, without regard to conflict of law principles of that state.

10.8 Entire Contract. This Contract represents the parties' final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties.

THE PARTIES HERETO AGREE TO THE FOREGOING AS EVIDENCED BY THEIR SIGNATURES BELOW.

Tom Riddle Date

Harry Potter Date