

# Statement of Work

This statement of work is an agreement between Morpheans, located in Orleans, France, hereby referred to as **Partner**, and **Crowd Supply**, located in Portland, Oregon, USA, entered into on February 15th, 2022, hereby referred to as **Effective Date**, for the purpose of managing the overall execution of the ShaRPIKeyboard crowdfunding campaign, hereby referred to as **Campaign**, the goal of which is to sell and distribute Partner's products, hereby referred to as **Products**. This agreement is in addition to the [Crowd Supply terms of use](#) 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 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.
- Presentation of Product line to Crowd Supply's distribution partners.
- Clear communication and access to web analytics to inform strategy decisions before and during the Campaign.
- Fulfillment of all Campaign orders once Campaign Products have arrived at the Crowd Supply warehouse. See the Fulfillment section below for details.

## 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, and still images. Furthermore, Crowd Supply 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 start and end dates of the Campaign will be mutually decided and are subject to change.

## Fulfillment

Crowd Supply will handle all shipping of Products, both from Partner's location of final assembly to Crowd Supply's warehouse (i.e., [Free Carrier \(FCA\) Poland COO Poland incoterms](#)). Partner will prepare all goods according to Crowd Supply's protective product packaging and labeling requirements, which are typical of other distributors of like goods.

Crowd Supply will handle all aspects of Product fulfillment to backers from Crowd Supply's warehouse, including picking and packing of orders, shipping carrier labeling, inventory storage, labor, insurance, sending tracking numbers, and logistics-related customer support. These services are included in the fee structure below.

## Fees

### Crowdfunding Fee

In exchange for the services and deliverables outlined in this statement of work, Crowd Supply will receive 12% of the gross funds collected during the Campaign. Crowd Supply makes no claim to funds raised after the campaign end date, except as would normally be the case for sales made through the [crowdsupply.com](https://crowdsupply.com) website.

### Payment Processing Fee

In addition to the fee described above, all sales incur a payment processing fee of 2.9%.

### Item Fee

Each item (single unit of a SKU) sold through Crowd Supply will incur a flat \$8.00 **Item Fee**, in addition to the percentage fees previously mentioned. This fee covers the fulfillment services described above and other fixed costs, such as flat (non-percentage) per-transaction payment processing fees, customer support associated with each item, warehouse space and labor, etc. The Item Fee is subject to renegotiation based on substantive changes to the duties and tariffs treatment of Products; substantive changes in value, size, weight, or other material scope of

Products; or mutually agreed upon changes in the carrier or shipping methods used for inbound or outbound freight.

## Partner Commitments

Partner commits to the following terms:

- Partner will deliver all Products, properly labeled, that are necessary to satisfy Campaign orders to Crowd Supply's warehouse for final fulfillment to backers.
- The Campaign will only be run to completion on the [crowdsupply.com](https://crowdsupply.com) 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.
- One month 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 [crowdsupply.com](https://crowdsupply.com) 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 [The Crowd Supply Guide](#) and the [Proclamation of User Rights](#).

## Liability Indemnity

Both Partner and Crowd Supply agree to indemnify and hold each other, their Board of Directors, Officers, Employees (collectively and individually), and affiliates harmless from any and all claims, demands, actions, damages, and liabilities, including attorney fees, which arise out of or in any manner relate to the respective party's failure of performance hereunder. Partner will indemnify Crowd Supply against, and hold it harmless from any cost, loss, damage, or liability (including reasonable attorney's fees) arising from or related to the failure, or alleged failure, of Products, as manufactured and sold to Crowd Supply, to fully comply with all applicable laws, standards, codes, specifications, and regulations, or to be suitable for resale or other distribution by Crowd Supply as contemplated in this Agreement.

## Patent Indemnity

Regardless of which company is the Importer of Record for Products, Partner will defend any suit or proceeding brought against Crowd Supply, its parent company, employees, customers, and end user customers (collectively and individually under this provision “the Crowd Supply Interests”), with respect to any claim for infringement of any patent, registered design, trademark, copyright or other intellectual property right with respect to any Products sold to Crowd Supply if it is based on a claim that any Products furnished hereunder constitutes an infringement of any intellectual property rights of any country.


Crowd Supply will notify Partner promptly in writing of any such claim upon receipt of actual knowledge thereof, and shall give full and complete authority, information, and assistance (at Partner’s expense) for defense of same. If Partner receives actual or constructive knowledge of such claim through any other source or means other than the written notification from Crowd Supply pursuant to this paragraph, Partner shall be deemed to have been notified for all purposes. In such case, Partner shall notify Crowd Supply of such claim as soon as practicable after receipt of said knowledge of such claim.

Partner will pay damages and costs therein awarded against any and all of Crowd Supply Interests but shall not be responsible for any compromise made without its written consent. In providing such defense, or in the event that such Products are held to constitute infringement and the use of the Products enjoined, Partner shall retain the right to continue manufacturing and selling such Products, modify Products so that they become non-infringing, or remove them from any product listings provided to Crowd Supply and grant Crowd Supply a credit for the quantity of the Products in its inventory multiplied by the original purchase price.

If Crowd Supply or any of the Crowd Supply Interests is subpoenaed as a non-Party to a patent lawsuit brought against Partner, Crowd Supply will be reimbursed for any legal fees or reasonable costs incurred for responding to such subpoena.

## Agreement

Understood and agreed to by

Morpheans - Philippe Cadic: \_\_\_\_\_ 

Crowd Supply - Joshua Lifton: \_\_\_\_\_ 