

Agreement and Acknowledgment

This Agreement and Acknowledgement (**Agreement**) is made as of October 6, 2020, by and between Aaron Hecker (**you** or **your**) and Envato Pty Ltd (along with all of its subsidiaries and affiliates, the **Company**).

You have been providing consulting services to the Company pursuant to the terms of a contractor agreement, dated July 8, 2015 (**Contractor Agreement**) and various fixed term work orders (each a **Work Order**) agreed from time to time (together, the **Contractor Agreement** and applicable **Work Order/s** are the **Contractor Terms**). The Company has hereby provided you with notice that the Contractor Agreement and all associated Work Orders are being terminated or expired in accordance with their terms (as the context requires), effective October 2, 2020 (the **End Date**), and you hereby waive any entitlement to advance notice of termination (to the extent applicable). You agree and acknowledge that following the End Date, you will no longer be required to perform services for the Company and may no longer hold yourself out as a consultant or contractor to the Company.

In exchange for your execution of this Agreement and the release of claims contained herein, the Company will pay you the amount of USD\$4,091 (being equivalent to approximately 132 hours at your most recent contracted hourly rate) (the **Release Payment**). The Release Payment will be made and reported on a Form 1099 basis, without withholdings and deductions, consistent with your independent contractor status. By signing this Agreement, you also agree and acknowledge that, except for amounts owing to you under invoices for services rendered in September 2020 and early October 2020 (or as otherwise set forth in this Agreement), you have received all compensation and other benefits due to you under the Contractor Terms.

In exchange for the Release Payment, to which you would not otherwise be entitled, you hereby generally and completely release the Company, along with its parents, subsidiaries, successors, predecessors, affiliates, officers, directors, agents, servants, employees, attorneys, shareholders, insurers and assigns (collectively, the **Released Parties**), of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorney's fees, damages, indemnities and obligations of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, arising out of or in any way related to agreements, events, acts or conduct at any time prior to and including the date you sign this Agreement (the **Released Claims**). The Released Claims include, without limitation: (i) all claims directly or indirectly arising from your engagement with the Company or the termination of that engagement, or your relationships with any of the Released Parties stemming from your engagement with the Company or the termination of that engagement; (ii) claims or demands related to consulting fees, compensation of any type, profit-sharing rights, incentive compensation, or any other form of compensation or benefit; and (iii) all common law claims of any type, including but not limited to torts, breach of contract, fraud, defamation, emotional distress and breach of the implied covenant of good faith and fair dealing, and all claims pursuant to any federal, state or local law, statute or cause of action in any jurisdiction. This is a general release of all claims and excludes only those that cannot be waived by law.

You agree and acknowledge that you remain bound by the promises and obligations in Sections 6, 7, 8, 11(d), 11(e), 12, 13, and 14 of the Contractor Agreement and that these promises and obligations survive the termination of the Contractor Terms; provided, however, and in further consideration of your release of claims and other promises contained herein, the restrictive covenant obligations set forth in Sections 12(f)(i), 12(f)(ii) and 12(f)(iii) of the Contractor Agreement shall not apply provided that you otherwise are and remain in compliance with your other continuing obligations to the Company, including,

but not limited to, the remaining provisions of Section 12(f). On or within five (5) days after the End Date, you will return to the Company and not retain any and all Company documents (and all copies thereof) and other Company property in your possession or control, including, but not limited to, Company files, notes, drawings, records, business plans and forecasts, contact information, financial information, specifications, training materials, computer-recorded information, tangible property including, but not limited to, computers, credit cards, entry cards, identification badges and keys; and any materials of any kind that contain or embody any proprietary or confidential information of the Company (and all reproductions thereof). You represent that you have made a diligent search to locate any such documents, property and information within the required timeframe. Without limiting anything else in this Agreement, you also agree not to disparage the Released Parties in any manner likely to be harmful to its or their business, business reputation, or personal reputation; provided that you may respond accurately and fully to any question, inquiry or request for information when required by legal process.

This Agreement, together with the surviving portions of the Contractor Terms, constitutes the entire agreement between you and the Company regarding the subject matter hereof. This Agreement shall also extend to and inure to the benefit of the Company's successors, assigns, and all parents, subsidiaries, and affiliates. The Company may freely assign this Agreement, without your prior written consent. You may not assign any of your duties hereunder and you may not assign any of your rights hereunder without the written consent of the Company. In signing this Agreement, you are not relying on any representation not contained herein.

UNDERSTOOD, ACCEPTED and AGREED:

_____	_____
Aaron Hecker	Date
_____	_____
On behalf of the Company	Date