PROPX INCORPORATED

CONSULTING AGREEMENT

Consultant Name: **Thomas Morris** ("Consultant")

Effective Date: 9/10/25 (the "Effective Date")

As a condition of entering into or continuing a consulting relationship with PropX Incorporated, a Delaware corporation, (including any parent or subsidiary entities, the "Company"), and in consideration of Consultant's consulting relationship with the Company and receipt of the compensation now and hereafter paid by the Company, the parties hereby agree as follows:

1. Consulting Relationship.

(a) **Services**. This Consulting Agreement (this "Agreement") applies to Consultant's consulting relationship with the Company, including during the Prior Consulting Period (as defined below) (such period, collectively, the "Relationship"). If the Company, within one (1) year after the Relationship, reengages Consultant in providing any services, this Agreement will also apply to such relationship unless otherwise agreed by the parties. During the Term (as defined below), Consultant will use its reasonable efforts to provide consulting services to the Company as described on Exhibit A (as may be updated from time to time) in a manner satisfactory to the Company (the "Services").

(b) **Applicability to Past Activities**. As used herein, the "Prior Consulting Period" means the period of time prior to the Effective Date during which, if applicable, Consultant performed work, activities, services or made efforts on behalf of or for the benefit of, or related to the then-current or prospective business of, the Company, in anticipation of the Company's engagement of Consultant, that would have been "Services" if performed during the Term. If during the Prior Consulting Period, Consultant: (a) received access to any information that would have been Confidential Information (as defined below) if such information were received during the Term, then any such information shall be deemed "Confidential Information;" or (b) (i) conceived, created, authored, invented, developed or reduced to practice any item (including any intellectual property rights with respect thereto) on behalf of or for the benefit of, or related to the then-current or prospective business of the Company, that would have been an Invention (as defined below) if conceived, created, authored, invented, developed or reduced to practice during the Term; or (ii) incorporated into any such item any pre-existing invention, improvement, development, concept, discovery or other proprietary information that would have been a Prior Invention (as defined below) if incorporated into such item during the Term, then any such item in (i) or (ii), above, shall be deemed an "Invention" or "Prior Invention."

2. Fees. The Company shall pay Consultant pursuant to Exhibit B.

3. Expenses. Consultant shall not be authorized to incur on behalf of the Company any expenses and shall be responsible for all expenses incurred while performing the Services except as otherwise previously approved by the Company's Chief Executive Officer, which prior approval shall be in writing for any expenses in excess of $100. As a condition to

reimbursement, Consultant shall be required to submit to the Company reasonable evidence of all actual expenses incurred with respect to such pre-approved expense.

4. Confidential Information.

(a) **Confidentiality and Restricted Use**. "Confidential Information" means any and all information, data and physical manifestations thereof (i) designated by the Company as confidential or proprietary, (ii) concerning or related to the Company's current or prospective products, processes, or business operations, (iii) that is not generally known or available outside the Company, or (iv) that a reasonable person would believe to be confidential or proprietary to the Company, including any information and physical manifestations thereof entrusted to the Company in confidence by third parties, whether or not such information is patentable, copyrightable or otherwise legally protectable. "Confidential Information" shall not include information, data or physical manifestations thereof that: (A) at the time of disclosure by the Company is a part of the public domain or thereafter becomes a part of the public domain through no violation of this Agreement; (B) was obtained on a non-confidential basis from a third party who did not violate an obligation of confidentiality to the Company or any law by disclosing such items; or (C) is developed or acquired independently as shown by pre-existing written records without reference to any such items. Consultant shall keep Confidential Information, Company Inventions and other deliverables in strict confidence and shall not directly or indirectly disclose any portion thereof to any third-party at any time except with the express prior written approval of the Company. Consultant shall not use the Confidential Information, the Company Inventions or other deliverables except in connection with the performance of Services. Consultant shall not make copies any Confidential Information, Company Inventions or other deliverables, in whole or in part, by any means, including making any digital or electronic copies by any means, except as authorized by the Company or in the ordinary course of Consultant's obligations to the Company in connection with the Relationship.

(b) **Other Rights**. This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

(a) **Permitted Disclosures**. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. To the extent legally permissible, Consultant shall promptly provide reasonable advance written notice of any such order to an authorized officer of the Company. Without limiting the generality of the foregoing:

(i) Nothing in this Agreement prohibits or restricts Consultant (or Consultant's attorney) from communicating with the Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other applicable regulatory authority regarding a possible securities law violation.

(ii) Nothing in this Agreement prohibits or restricts Consultant from exercising protected rights, including without limitation those rights granted under Section 7 of

the National Labor Relations Act, or otherwise disclosing information as permitted by applicable law, regulation, or order

(iii) The U.S. Defend Trade Secrets Act of 2016 ("DTSA") provides that an individual shall 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 (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (iii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

2. Ownership of Inventions.

(a) **Prior Inventions**. Consultant represents and warrants that Exhibit C includes a complete list describing with particularity all Inventions, if any, that, as of the Effective Date: (i) were created by or on behalf of Consultant, and/or (ii) are owned exclusively or jointly by Consultant or in which Consultant has another interest, and, in each case of (i) and (ii), that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company hereunder (collectively "Prior Inventions"). If no such list is attached, Consultant represents and warrants that there are no such Inventions at the time of signing this Agreement. Consultant understands that Consultant's listing of any Inventions on Exhibit C does not constitute an acknowledgement by the Company of the existence or extent of such Inventions, nor of Consultant's ownership of such Inventions. To the extent that there are any Prior Inventions, listed or otherwise, that Consultant uses or incorporates into any Company Invention, Consultant hereby grants to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Prior Invention in any manner.

(b) **Inventions**. "Inventions" means discoveries, developments, concepts, designs, ideas, know how, modifications, improvements, derivative works, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable, and any and all intellectual property rights in or to the same. "Company Inventions" means any and all Inventions that Consultant or Consultant's employees, contractors or agents ("Personnel") may solely or jointly author, discover, develop, conceive, or reduce to practice in connection with, or as a result of, the Services performed for the Company or otherwise in connection with the Relationship.

(c) **Deliverables**. Consultant shall deliver to the Company in a timely manner all documents, work product, and other materials and deliverables that are to be delivered to the Company by Consultant hereunder or otherwise prepared by or on behalf of Consultant in the course of performing the Services, and all tangible copies of Company Inventions as well as all

embodiments, drafts, and versions of Company Inventions (collectively, the "Deliverables"). The Company shall own all Deliverables, regardless of the form or format.

(d) **Grant of Rights**.

(i) All rights, including all trademark and trade dress rights as well as the worldwide copyrights and all other rights in and to the Company Inventions, including its component parts, and all Deliverables, belong completely and in all respects to the Company and Consultant shall retain no rights in and to the same. The parties hereto further expressly agree that Company Inventions and Deliverables shall be considered and deemed "works made for hire," as that term is defined by U.S. copyright law, for the benefit and exclusive ownership of the Company, to the fullest extent permitted by law; provided, however, that if said Company Inventions and/or Deliverables, in whole or in part, shall not be legally qualified for any reason as a "work made for hire," then Consultant hereby assigns to the Company all of Consultant's rights, title and interest throughout the world, including all copyrights, in and to Company Inventions, including its component parts, as well as the Deliverables. Such assignment includes the irrevocable and exclusive rights for the worldwide reproduction, distribution, transmission, adaptation, public performance, and public display of Company Inventions and Deliverables, in whole or in part, in any form or format now known or yet to be discovered.

(ii) Consultant waives any moral rights and similar provisions of law that may be applicable to Company Inventions and/or Deliverables, including the rights of Attribution and Integrity as provided by U.S. copyright law, neighboring rights, and any rights under droit moral, droit de suite, the Lanham Act, and/or the law of unfair competition.

(iii) The Company has no obligation or duty of any kind to use Company Inventions and/or the Deliverables, in whole or in part; use of the rights granted herein to the Company is at the Company's sole discretion.

3. Company Property.

(a) **Company Equipment; Returning Company Documents**. Consultant acknowledges that Consultant has no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including files, e-mail messages, and voice messages) and that Consultant's activity and any files or messages on or using any of those systems may be monitored or reviewed at any time without notice. Consultant further acknowledges that any property situated on the Company's premises or systems and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Company's Personnel at any time with or without notice. At the time of termination of the Relationship, Consultant will deliver to the Company (and will not keep in Consultant's possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, materials, equipment, other documents or property, or reproductions of any of the aforementioned items developed by Consultant or its Personnel pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns

(b) **Company Data.** Consultant acknowledges that in the course of the Relationship Consultant may collect, receive, access, or use personal information (information that identifies,

relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household) and/or other Confidential Information, relating to the Company's customers, potential customers, end-users, suppliers, potential suppliers, employees, independent contractors, and other personnel, or others (collectively, "Company Data"). As between the Company and Consultant, the Company owns all right, title and interest in and to all Company Data. Consultant agrees to collect, receive, access, use, retain and disclose Company Data (i) in compliance with all applicable laws and (ii) solely for the purpose of performing the Services and for no other commercial purpose. Consultant shall not collect, receive, access, use, retain or disclose Company Data outside of Consultant's direct business relationship with the Company, and shall not combine Company Data with any other information that Consultant receives from or on behalf of another person or business unless specifically requested by the Company. Consultant shall not sell or disclose Company Data to any third party without the Company's prior written consent unless required by applicable law. Consultant acknowledges that Company Data may be subject to protection by federal, state or international privacy laws or contractual restrictions on use, and Consultant agrees to adhere to any policies, procedures and instructions that the Company has implemented to protect the privacy and security of Company Data. Consultant hereby permits the Company to monitor Consultant's compliance with such policies, procedures and instructions using manual reviews, automated scans and/or regular assessments, audits or other technical and operational testing, as reasonably required. Consultant further agrees to delete and permanently destroy the Company Data promptly (i) upon request by the Company, and (ii) upon termination of the Relationship.

4. Non-Solicitation; Notice to Third Parties.

(a) During the term of the Relationship, and for a period of twelve (12) months immediately following the termination of the Relationship (the "Restricted Period"), Consultant shall inform any entity or person with whom Consultant may seek to enter into a business relationship (whether as an owner, employee, independent contractor or otherwise) of Consultant's contractual obligations under this Agreement. Consultant acknowledges that the Company may, with or without prior notice to Consultant and whether during or after the term of the Relationship, notify third parties of Consultant's agreements and obligations under this Agreement. Upon written request by the Company, Consultant will respond to the Company in writing regarding the status of Consultant's engagement or proposed engagement with any party during the Restriction Period.

(b) During the Restricted Period, Consultant shall not, directly or indirectly, solicit or attempt to solicit any of the Company's employees or consultants to terminate their relationship with the Company. Consultant will not influence or attempt to influence any of the Company's clients, licensors, licensees or customers (i) from purchasing the Company products or services or (ii) by directing such persons to purchase any products and/or services of any person, firm, corporation, institution or other entity in competition with the business of the Company.

5. Indemnification. Consultant shall indemnify, hold harmless and, at the Company's election, defend the Company, its subsidiaries, affiliates, successors, assigns, directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in

connection with (a) any negligent, reckless or intentionally wrongful act of Consultant or its Personnel, (b) any breach by Consultant or its Personnel of any of the covenants contained in this Agreement, (c) any failure of Consultant or its Personnel to perform the Services in accordance with all applicable laws, rules and regulations, or (d) any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of Company Inventions or other deliverables of Consultant under this Agreement.

6. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CONSULTANT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OF ANY KIND FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL COMPANY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY COMPANY TO CONSULTANT UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR COMPANY INVENTIONS GIVING RISE TO SUCH LIABILITY.

7. Term and Termination.

(a) **Term**. Consultant shall provide Services to the Company for a period from the Effective Date until the earlier of (i) the date Consultant completes the provision of the Services, or (ii) the date that is one (1) year[1] from the Effective Date, provided that, solely with respect to termination pursuant to this subsection 10(a)(ii), this Agreement shall automatically renew for one (1) month periods unless otherwise terminated by either party pursuant to this Section 10 (such period from the Effective Date until the date of termination, the "Term"). Either party may terminate this Agreement for convenience upon ten (10) business days' prior written notice.

(b) **Termination for Cause**. Should either party hereto materially breach this Agreement, the non-breaching party may terminate this Agreement immediately if the breaching party fails to cure the breach within two (2) business days after having received written notice by the non-breaching party of the breach.

(c) **Survival**. Sections 4 through 9, this 10(c), and 11 through 14 shall survive termination or expiration of this Agreement in accordance with their terms.

8. Independent Contractor. Consultant's relationship with the Company will be that of an independent contractor and not that of an employee, agent, partner, or joint venture of the Company. Consultant shall not be permitted to assign, delegate, or subcontract all or any part of the Services to any other person without the prior written authorization of the Company. Consultant acknowledges and agrees that Consultant and its Personnel have no authority to enter into contracts that bind or create obligations on the part of the Company without the prior written authorization of the Company. Consultant shall permit the Company to review, upon reasonable notice, the intellectual property assignment agreements executed by and between Consultant and

[1] **NTD**: Adjust Term as needed. If applicable, confirm it matches the vesting schedule for the Equity Award.

its Personnel as part of the Company's intellectual property audit process. Additionally, as a condition of Consultant's Relationship with the Company, Consultant must become familiar with all policies of the Company applicable to Consultant, including without limitation the Company's policies regarding the prohibition and prevention of harassment in the Company's workplace and with respect to the Company's personnel, as such policies are changed from time to time, and must comply with all such policies, and in each case Consultant agrees that it will do so and will cause its Personnel to do so.

9. Taxes; Indemnification. Consultant shall have full responsibility for all applicable taxes for all compensation paid to Consultant or its Personnel under this Agreement, including any withholding requirements that apply to any such taxes, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization, and with respect to the assistants, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Consultant agrees to indemnify, defend and hold the Company harmless from any liability for, or assessment of, any claims or penalties or interest with respect to such taxes, labor or employment requirements, including any liability for, or assessment of, taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to Consultant or its assistants or any liability related to the withholding of such taxes.

10. Representations and Warranties. Consultant hereby represents and warrants to the Company that:

(a) Consultant is duly licensed (as applicable) and has the qualifications, experience and ability to properly perform the Services and shall perform the Services using Personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in compliance with, all applicable laws, rules, and regulations (including with respect to the employment of its Personnel) and in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

(b) Company Inventions and Deliverables will be the original works of Consultant's independent authorship, except as to any materials provided by the Company and/or any other matter specifically identified in writing to the Company in advance;

(c) No Company Inventions or Deliverables will be subject to any dispute, claim, prior license or other agreement, assignment, lien or rights of any third party, or any other rights that might interfere with the Company's use, or exercise of ownership of Company Inventions and Deliverables. Notwithstanding the foregoing, Consultant shall not bundle with or incorporate into any Deliverables any third-party products, ideas, processes, or other techniques, without the express written prior approval of the Company;

(d) Use of Company Inventions and Deliverables does not and will not infringe or otherwise violate or misappropriate any third party's intellectual property or other rights, including any copyright, trademark, patent, right of publicity and/or right of privacy;

(e) Consultant does not presently perform or intend to perform, during the term of the Relationship, consulting or any other services for or with companies whose businesses or proposed businesses in any way involve products or services which would be competitive with the Company's products or services, or those products or services proposed or in development by the Company during the term of the Relationship (except for those companies, if any, listed on Exhibit D). If, however, Consultant decides to do so, in advance of accepting such work, Consultant will promptly notify the Company in writing, specifying the organization with which Consultant proposes to consult, become employed by, or to provide services to and to provide information sufficient to allow the Company to determine if such work would conflict with the terms of this Agreement, the interests of the Company or further services which the Company might request of Consultant. If the Company determines that such work conflicts with the terms of this Agreement, the Company reserves the right to terminate this Agreement immediately, notwithstanding anything to the contrary herein; and

(f) (i) Consultant is not under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement (including any non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.); (ii) Consultant's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Consultant in confidence or in trust prior to commencement of this Agreement; and (iii) Consultant has the right to disclose and/or or use all ideas, processes, techniques and other information, if any, which Consultant has gained from third parties, and which Consultant discloses to the Company or uses in the course of performance of this Agreement, without liability to such third parties.

Consultant agrees to immediately notify the Company in writing upon becoming aware of any breach of this Section 14.

11. Miscellaneous.

(a) **Arbitration Agreement**. Consultant and the Company agree that, to the fullest extent permitted by applicable law, any and all claims or disputes relating to, arising from or regarding the parties' relationship hereto, Consultant's Services or this Agreement shall be resolved by final and binding arbitration, including claims against the Company's current or former employees, officers, directors or agents. The arbitrator shall determine arbitrability of claims (except as to the Class Waiver). The arbitration will be conducted in Oakland, California, unless Consultant and the Company agree otherwise. Consultant and the Company agree to bring any claim in arbitration before a single JAMS arbitrator pursuant to the applicable JAMS rules as agreed by the parties or determined by the arbitrator. See https://www.jamsadr.com/adr-rules-procedures/. Consultant and the Company further agree that such claims shall be resolved on an individual basis only, and not on a class, collective, representative, or private attorney general act representative basis on behalf of others ("Class Waiver"), to the fullest extent permitted by applicable law. Any claim that all or part of the Class Waiver is invalid, unenforceable, unconscionable, or void may be determined only by a court of competent jurisdiction. In no case may class, collective or representative claims proceed in arbitration. **Consultant and the Company waive any rights to a jury trial or a bench trial in connection with the resolution of any claim under this arbitration agreement** (although

either party may seek interim emergency relief from a court to prevent irreparable harm to their Confidential Information or trade secrets pending the conclusion of any arbitration). Claims will be governed by applicable statutes of limitations. This arbitration agreement shall be construed and interpreted in accordance with the Federal Arbitration Act. In the event that any portion of this arbitration agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the arbitration agreement shall be given full force and effect.

(b) **Governing Law**. Except as to the arbitration agreement above, the Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of New York, without giving effect to principles of conflicts of law.

(c) **Entire Agreement; Counterparts**. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement. Electronic signatures, including via facsimile, PDF and other electronic systems, are valid and binding.

(d) **Amendments and Waivers**. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(e) **Interpretation**. In this Agreement, "including" means "including without limitation" (and similar terms will be construed without limitation) and headings are for convenience only and will not affect interpretation.

(f) **Successors and Assigns**. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. Consultant may not assign any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

(g) **Notices**. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when: (i) personally delivered or (ii) when mailed by U.S. registered or certified mail or recognized overnight courier, return receipt requested and postage prepaid. The Company may also provide Consultant notice via email at the email address that Consultant most recently communicated to the Company in writing, which such notice shall be deemed to have been duly given when sent. All notices must be addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(h) **Severability**. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(i) **Remedies**. Notwithstanding anything herein to the contrary, Consultant acknowledges that violation of this Agreement by Consultant may cause the Company irreparable harm, and therefore that the Company will be entitled to seek extraordinary relief in court, including temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, where such a bond or security is required, that a $1,000 bond will be adequate), in addition to and without prejudice to any other rights or remedies that the Company may have available at law or in equity for a breach of this Agreement.

(j) **Electronic Delivery**. The Company may, in its sole discretion, decide to deliver any documents related to this Agreement or any notices required by applicable law by email or any other electronic means. Consultant hereby consents to (i) conduct business electronically, (ii) receive such documents and notices by such electronic delivery, and (iii) sign documents electronically and agrees to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

[Signature Page Follows]

The parties hereto have executed this Agreement as of the Effective Date by the authorized representative of each party.

COMPANY:

PROPX INCORPORATED

By:_____
(Signature)

Name: Varun Subbiah
Title: Chief Executive Officer

Address:
447 Broadway 2nd Floor, New York, NY 10013

CONSULTANT:

THOMAS MORRIS

By: _____
(Signature)

Name: Thomas Morris
Title: Authorized Signatory

Address: _____

_____

Email: _____

EXHIBIT A[2]

DESCRIPTION OF CONSULTING SERVICES

	Description of Project	Estimated Term of Project	Deliverables (if inapplicable, please enter N/A)
1.	Stimi Mobile App Development	90 Days	Working Iphone/Android App
2.			

Acceptance Provision. Company will have thirty (30) calendar days (the "Test Period") following receipt of each Deliverable (as defined below) to review such Deliverable for conformance to the applicable specifications, descriptions, and this Agreement (collectively, the "Specifications"). If Company determines that a Deliverable is not in material conformance with the Specifications, it will so notify Consultant and specify the non-conformance ("Review Notice"). If a Review Notice is sent, Consultant will have ten (10) business days following receipt of such Review Notice ("Cure Period") to remedy the identified non-conformance and resubmit the Deliverable for subsequent review in accordance with this provision. If Company determines that the Deliverable still does not conform to the Specifications, Company may elect one of the following alternatives by notifying Consultant thereof: (a) extend the Cure Period so that Consultant may remedy the defects and Company can test the Deliverable in accordance with the procedure set forth above; (b) accept the Deliverable and negotiate for lesser compensation; or (c) terminate this Agreement. If Company elects to terminate this Agreement in accordance with the preceding sentence, Consultant will promptly refund to Company all fees, if any, that were paid by Company under this Agreement with respect to the applicable rejected Deliverable and any other Services or Deliverables related to such rejected Deliverable. Acceptance under this provision will not affect any warranty obligation of Consultant under the Agreement.

Key Personnel:
Name: Thomas Morris
Email: __thomasmorris0105@gmail.com_____

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EXHIBIT B

COMPENSATION

Fees under this Agreement will be on a monthly rate of: USD 8,750.

-
- The Services under this Agreement are provided on a time and materials basis only;
- Consultant may not bill (and Company will not pay for) more than 8 hours per day, 5 days per week (as applicable) per worker without Company's prior written consent;
- Consultant shall invoice Company bi-weekly;
- Each invoice shall be accompanied by a timesheet indicating (i) the dates and hours worked and (ii) the activities performed during such hours worked;
- The total maximum fees payable by Company under this Agreement shall be: USD $26,250.
- Company will make payments to the bank account or, if applicable, Ethereum wallet address or any other wallet address designated on Exhibit B ("Wallet Address");
- Any payment made to Consultant's Wallet Address shall be in the form of USDC, DAI, or such other stablecoin mutually agreed upon by Company and Consultant. Consultant shall have no recourse to seek any refunds, recovery, or replacements of compensation from Company or its affiliates in the event that the bank account designated on Exhibit B or Wallet Address contains an error, is inaccessible, or is otherwise incomplete. If Consultant's Wallet Address changes, Consultant agrees to provide the new Wallet Address with the submission of a timesheet;
- Company shall not be responsible for any payments for Deliverables not delivered or completed prior to the expiration or termination of this Agreement;
- All invoices shall be sent to andy.hong@propxmarkets.io;
- Company shall not be responsible for paying for work performed beyond the expiration or termination date of this Agreement, unless otherwise agreed to by the parties hereto in writing.

Consultant's Method of Payment:

1. **Routing**: _____
2. **Account Number**: _____

    a. Or

3. **Wallet Address**: _____

EXHIBIT C

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED UNDER SECTION 5(A)

The following is a list of all Inventions that, as of the Effective Date: (A) have been created by or on behalf of Consultant, and/or (B) are owned exclusively or jointly by Consultant or in which Consultant has another interest, and in each case of (A) and (B), that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company hereunder:

Title	Date	Identifying Number or Brief Description

Except as indicated above on this Exhibit, Consultant has no inventions, improvements or original works to disclose pursuant to Section 6(a) of this Agreement.

___ Additional sheets attached

Signature of Consultant: _____

Print Name of Consultant: Thomas Morris

Date: _____

EXHIBIT D

LIST OF COMPANIES
EXCLUDED UNDER SECTION 13

___ No conflicts

___ Additional Sheets Attached

Signature of Consultant: _____

Print Name of Consultant: Thomas Morris

Date: _____