**CONSULTANT AGREEMENT**

THIS CONSULTING AGREEMENT (“Agreement”) is made this \_\_\_\_\_day of September, 2020, (the “Effective Date”) by and between Personal Apportion Dwellings, LLC domiciliated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Company”) and Detroit Ledger Technologies, Inc., a Michigan corporation (“Consultant”).

**RECITALS**

1. Company is engaged in the development of applications and programs that will utilize certain blockchain(s) as its foundation for design.
2. Consultant represents that the Company and its employees have the requisite expertise and experience in this area, as well as the services listed in Exhibit A attached hereto, and desires to consult with Company in its area of expertise.
3. Company desires to retain the services of Consultant, and Consultant desires to render such services, on the terms and conditions set forth below.

**AGREEMENT**

In consideration of the foregoing (which are incorporated herein as representations of the Consultant and the Company) and of the mutual covenants herein contained, the parties, intending to be legally bound, agree as follows:

1. **Retention as Consultant.**Company hereby retains Consultant, and Consultant hereby agrees to render consulting services to Company, upon the terms and conditions set forth herein.
2. **Duties.** Consultant will perform services (“Services”) as set forth and described in the attached Statement of Work (“SoW”) incorporated as Exhibit A. This Agreement includes any current or future statement of work specifically referencing this Agreement and executed by each party, and all such SoW’s are incorporated into this Agreement by this reference. Each SoW shall be signed by an authorized person from each party before such SoW is effective.
   1. Unless otherwise set forth in an SoW, Consultant shall furnish, at Consultant’s own expense, the equipment, supplies, and other materials used to perform the Services. The Company shall provide Consultant with access to its premises and equipment to the extent necessary for the performance of the Services.
   2. While on the Company’s premises or using the Company’s equipment, Consultant shall comply with all applicable policies of the Company relating to business and office conduct, health and safety, and use the Company’s facilities, supplies, information technology, equipment, networks, and other resources.
3. **Independent Contractor Status.** The parties recognize that Consultant is an independent contractor and not an employee, agent, partner, joint venturer, covenantor, or representative of Company. Consultant shall at all times represent and disclose that it is an independent contractor of Company and shall not represent to any third party that Consultant is an employee, agent, covenantor, or representative of Company. Company shall not withhold any funds from Consultant for tax or other governmental purposes, including, but not limited to, income, payroll, Social Security, or other federal, state, or local taxes, and Consultant shall be solely responsible for the payment of such taxes or other governmental obligations to the appropriate authorities. Consultant shall indemnify the Company for any and all such taxes or other governmental obligations, including the costs and expenses related to or involving the defense of Company for non-payment of such amounts to the appropriate governmental authority. Consultant shall not be entitled to receive any employment benefits offered to employees of Company including, but not limited to, workers’ compensation insurance coverage, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefit plans offered by the Company to its employees. Company shall not exercise control over Consultant.
4. **Compensation.** Company shall pay to Consultant, as compensation for the services to be rendered, the amount set forth in each SoW.
   1. **Cash for Services.** If the compensation is to be paid in cash, the amount paid shall be payable thirty (30) days after the date an invoice is sent and received by the Company. Invoices shall be deemed sent once electronically submitted to Company with a means typically used to contact Company personnel or owners. Invoices shall be sent no later than five (5) business days after the termination of this Agreement as set forth in Section 6.
   2. **Equity for Services.** Upon successful completion of the Services, the Consultant shall have the option to convert the cash consideration as mentioned in paragraph (a) of this Section 4 into a maximum two percent (2%) fully dilutable equity (i.e. a membership interest) of Company. Successful completion of the Services will be determined in the sole discretion of the Company. Consultant may request that Company provide Consultant with any details of the Company’s equity structure, ownership, corporate documents, and financials, or other information necessary to evaluate and assign a value to Company’s equity. Such option must be exercised in writing by Consultant at the time an invoice is sent by the Consultant to the Company. If such option is not exercised at the time an invoice is sent, such option shall automatically expire and shall be deemed to be of no further force or effect for any purpose.
   3. **Expenses.** Consultant is solely responsible for any travel or other costs or expenses incurred by Consultant in connection with the performance of this Agreement, and in no event shall the Company be responsible to reimburse Consultant for any such costs or expenses.
5. **Confidentiality:** Consultant acknowledges that Consultant will have access to information that is treated as confidential and/or proprietary by the Company including, without limitation, all confidential and proprietary information disclosed by the Company to the Consultant on or after the Effective Date, whether disclosed verbally, in writing, or by inspection of tangible objects and may include, but is not limited to, all data, databases, patent, copyright, trade secret, and proprietary information, audio and digital technologies, circuits, firmware, computer programs, computer code, design and architecture, computer and electronic hardware, testing procedures, product requirements and specifications, features, techniques, drawings, models, inventions, know-how, processes, equipment, algorithms and software programs related to the current, future, and contemplated products and services of Company and its clients, and includes, without limitation, each Company’s and Consultant’s respective information concerning development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information (collectively, the “**Confidential Information”**). Any Confidential Information that Consultant develops in connection with the Services, including, but not limited to, any Work Product (as defined below), shall be subject to the terms and conditions of this clause. Consultant agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. Consultant shall notify the Company immediately in the event Consultant becomes aware of any loss or disclosure of Confidential Information.
   1. Confidential Information shall not include information that:
      1. is or becomes generally available to the public other than through Consultant’s breach of this Agreement; or
      2. is communicated to Consultant by a third party that had no confidentiality obligations with respect to such information.
6. **Term; Termination**. This Agreement shall commence on the Effective Date and will continue until the earlier of: (1) the termination of the Agreement by the Company for any reason or no reason at all, in which case the termination will be immediate, or (ii) by mutual agreement among the Parties in writing; or, (iii) immediately on the six (6) month anniversary of the Effective Date of this Agreement unless extended by Company in a signed writing (the “Term”).
   1. Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company’s written request, Consultant shall within five (5) calendar days after such expiration or termination:
      1. deliver to the Company all deliverables (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for Consultant’s use by the Company;
      2. deliver to the Company all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Information;
      3. permanently erase all the Confidential Information from Consultant’s computer systems; and
      4. certify in writing to the Company that Consultant has complied with the requirements of this clause.
7. **Rights to Work.**Effective upon full payment pursuant to Exhibit B, Consultant hereby assigns to Company all Consultant’s ownership, right, title, and interest in and to any and all writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of, or otherwise created, pursuant to this Agreement (collectively, the “**Work Product**”) including all patents, copyrights, trademarks, trade secrets, know-how, and other confidential and proprietary information and other intellectual property rights (collectively “**Intellectual Property Rights**”) therein.
   1. **License.** To the extent that this Section does not provide Company with full ownership, right, title, and interest in and to the Work Product and Intellectual Property Rights therein, Consultant hereby grants Company a perpetual, irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, and use the Work Product and Intellectual Property Rights therein, with the right to sublicense each and every such right.
   2. **Further Assistance and Survival**. Upon request of the Company, during and after the Term, Consultant shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, and provide such further cooperation, as may be necessary to assist the Company to apply for, prosecute, register, maintain, perfect, record, or enforce its rights in any Work Product and all Intellectual Property Rights therein. In the event the Company is unable to obtain Consultant’s signature on any such documents, Consultant hereby irrevocably designates and appoints the Company as Consultant’s agent and attorney-in-fact, to act for and on Consultant’s behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other intellectual property protection in relation to the Work Product and Intellectual Property Rights therein with the same legal force and effect as if Consultant had executed them. Consultant agrees that this power of attorney is coupled with an interest.
   3. **Company Materials.** As between the Consultant and the Company, the Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to Consultant by the Company (“**Company Materials**”), including all intellectual property rights therein. Consultant has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display and Company Materials except solely to perform Consultant’s obligations under this Agreement. All other rights in and to the Company Materials are expressly reserved by the Company. Consultant has no right or license to use the Company’s trademarks, service marks, trade names, logos, symbols, or brand names without the express written permission of the Company.
8. **Warranty.**As an inducement for Company to enter into this Agreement, Consultant makes the following representations and warranties:
   1. **Qualifications.**Consultant hereby represents and warrants to Company that all statements and materials regarding its qualifications to perform the work contemplated under this Agreement are true and correct and are not misleading or incomplete for any reason including by reason of omission. Consultant recognizes and agrees that Company may immediately terminate this Agreement if Consultant has misstated its qualifications or the qualifications of its employees, consultants, contractors, agents, or representatives to perform the work contemplated under this Agreement or otherwise breached its representations and warranties set forth in this Section.
   2. **Quality of Services.** Consultant hereby represents and warrants to Company that all services, work, and deliverables to be performed hereunder shall be performed by qualified personnel in a professional and workmanlike manner, in accordance with the highest industry standards and in compliance with all applicable federal, state and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the work contemplated hereunder.
   3. **Good Title.**Consultant hereby represents and warrants to Company that Company will receive good and valid title to all deliverables delivered by Consultant to Company under this Agreement, free and clear of all encumbrances and liens of any type. Consultant further represents and warrants to Company that all deliverables are Consultant’s original work (except for material in the public domain or provided by the Company) and do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.
9. **No Special or Consequential Damages.** Neither party to this Agreement shall be liable to the other party for special, indirect or consequential damages under any provision of this Agreement or for any special, indirect or consequential damages arising out of any act or failure to act hereunder.
10. **Review of Counsel.** The parties acknowledge and agree that each has had the opportunity to seek the advice of independent counsel and has had all information necessary to make an informed decision with regard to this Agreement.
11. **Miscellaneous.**
    1. **Cooperation.**Consultant agrees that at any time and from time to time, upon the commercially reasonable request of Company, to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such further acts, documents, and instruments as may be required to effect any of the transactions contemplated by this Agreement.
    2. **Assignment or Amendment.**This Agreement is not assignable by either Consultant or Company. No alteration, modification, amendment, or other change of this Agreement shall be binding on the parties unless in writing, approved and executed by Consultant and an authorized executive officer of Company.
    3. **Notices**. Any notice or other communication pursuant to this Agreement shall be in writing and shall be deemed to have been fully given upon receipt to the following addresses or such other addresses as the parties may provide in writing to the other from time to time:

If to Company:

Personal Apportion Dwellings LLC, c/o Luis Antonio Uribe Jimenez; 440 Burroughs St. Ste. 121 Detroit MI 48202, luisantonio@designthinktank.net

If to Consultant:

Detroit Ledger Technologies, c/o Adam Zientarski, NEW ADDRESS [adam@detroitledger.tech](mailto:adam@detroitledger.tech)

* 1. **Governing Law and Jurisdiction.**This Agreement shall be construed in accordance with the domestic laws of the state of Michigan, excluding its principles of conflicts of laws. Both parties hereby consent to personal jurisdiction over disputes arising from this Agreement in the circuit court of Wayne County, Michigan, or the Federal Court for the Eastern District of Michigan.
  2. **Invalidity.**The terms of this Agreement shall be severable so that if any term, clause, or provision hereof shall be deemed invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining terms, clauses, and provisions hereof, the parties intending that if any such term, clause, or provision were held to be invalid prior to the execution hereof, they would have executed an agreement containing all the remaining terms, clauses and provisions of this Agreement.
  3. **Waiver of Breach.**The waiver by either party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor shall such a waiver act to bar the enforcement of any subsequent breach.
  4. **Background, Enumerations, and Headings**. The “Background,” enumerations, and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement. The language of this contract shall be deemed jointly written and shall not be construed as against either party as the drafter.
  5. **Entire Agreement.**  This Agreement shall constitute the entire agreement between the parties hereto and replaces and supersedes all prior agreements, written and oral, relating to the subject matter hereof, between the parties to this Agreement.
  6. **Survival**. Sections 5, 7, 8, and 9 shall survive the termination of this Agreement for a period of twenty (20) years.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal effective the date first written above.

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| CONSULTANT:  Detroit Ledger Technologies, Inc.,  a Michigan corporation  By:  Name:  Its: | COMPANY:  Personal Apportion Dwellings, LLC,  a Michigan limited liability company  By:  Name:  Its: |

EXHIBIT A STATEMENT OF WORK 001

**STATEMENT OF WORK FORM**

**STATEMENT OF WORK NUMBER 001 TO CONSULTANT AGREEMENT**

Project Title: Development of P.A.D. Token System

This Statement of Work Number 001 (“SoW”) is entered into pursuant to the [date] Consultant Agreement (the “Agreement” or “Consultant Agreement”) by and between Detroit Ledger Technologies (“Consultant”) and Personal Apportion Dwellings, LLC (“Company”).

This SoW is incorporated into the Agreement. In the event of any conflict with this SoW, the main body of the Consultant Agreement will govern. The provisions of this SoW govern only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SoW will have the meanings given in the Consultant Agreement.

1. **Professional Services & Deliverables**. Consultant shall provide the following services:

Consultant will provide consulting services regarding the topics of blockchain programming, tokenomics and governance, especially related to the EOSIO software.

Consultant with assist the Company in the development of the following elements:

* 1. Develop a P.A.D. Token System (Points System) that will allow ownership sharing of P.A.D. Shells within the whole P.A.D. Community.
  2. Develop a P.A.D. Token System (Points System) that will be attached to the ownership of the individual P.A.D. Pieces.
  3. Develop a logistics system to track and verify ownership of every P.A.D. Piece through an EOS Blockchain.

For purposes of this SoW, the following terms shall have the following meanings:

1. **P.A.D. Token System** shall mean :: a Rewards Points Systems that rewards members of our P.A.D. Communities as they buy more P.A.D. Pieces, use and pay for our services and/or refer new members into the P.A.D. Communities.
2. **P.A.D. Shells** shall mean :: The building that holds the P.A.D. Pieces and that become the buildings where people [CO] Exist, like a White Box in a Strip Mall Development will be where tenants do their own buildouts, P.A.D. Shells will become the White Boxes where people create their living spaces with the P.A.D. Pieces that they buy.
3. **P.A.D. Community** shall mean :: A completed building that holds inside a P.A.D. Shell the different living spaces, amenities, common areas, just like a Condo Community or Apartment Building Community will do.
4. **P.A.D. Pieces** shall mean :: The modular wall system being developed by Personal Apportion Dwellings LLC, that people will purchase and add features to it to create their living spaces.

Consultant will at Company’s direction attend weekly meetings to provide feedback on Company’s strategy for at least one hour per week and provide reasonable and timely responses to email requests by the Company.

Services may also include assistance with strategy on product design and market strategy, recruiting assistance, and introductions to key industry contacts.

The Consultant will be limited to eight (8) hours of work in any two (2) week period. The eight-hour limitation includes the Consultant working in its capacity as a consultant and working together with representatives of the Company. The parties currently anticipate an engagement where Consultant will provide approximately 16 hours per month in services.

1. **Company Cooperation.** Company shall cooperate with Consultant in a commercially reasonable manner and shall provide the following assistance to Consultant:

Company shall provide information to Consultant on an as-needed basis and shall make any decisions requested by Consultant to perform its services in a timely manner.

1. **Payment.** Company shall pay Consultant as follows:

Consultant shall be paid cash compensation in the amount invoiced at a base rate of One Hundred and 00/100 ($100.00) Dollars per hour, with a maximum fee capped at Nine Thousand Six Hundred and 00/100 ($9,600.00) Dollars (the “Fee”). The Fee shall be paid in accordance with Section 4 of the Consultant Agreement.

1. **Additional Provisions.** In addition, the parties agree as follows:

This SoW is effective as of the latest date of execution set forth below.

IN WITNESS THEREOF, the parties have executed this SoW as of the date set forth below.

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| CONSULTANT:  Detroit Ledger Technologies, Inc.,  a Michigan corporation  By:  Name:  Its: | COMPANY:  Personal Apportion Dwellings, LLC,  a Michigan limited liability company  By:  Name:  Its: |