

Employment Contract

This contract, dated on 13 Jun 2025, is made between **Upcrowders INC** located at 6121 W Sunset Blvd #1600, Los Angeles, CA 90028, United States

-AND-

Madison Warburton whose registered address is 109 , Misty Ln, Aransas Pass, Texas, 78336, USA.

This document constitutes an employment agreement between these two parties and is governed by the laws of United States.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Commencement Date and Term

The Employee will commence permanent part-time employment with the Employer on the day of signing the contract.

The Employee must successfully complete a probationary period of one (1) month (the 'Probationary Period') beginning on the Commencement Date. At any time during the Probationary

Period, as and where permitted by law, the Employer will have the right to terminate employment without any notice or compensation to the Employee other than wages owed for hours of work already completed.

Job title and Description

The initial job title of the Employee will be the following: **Customer Service Representative**

The Employee agrees to be employed on the terms and conditions set out in this Agreement. The Employee agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of the Employer.

The Employee will perform any and all duties as requested by the Employer that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Employer.

The Employee agrees to abide by the Employer's rules, regulations, policies and practices, including those concerning work schedules, vacation and sick leave, as they may from time to time be adopted or modified.

Duties

Employee is required to perform the following duties and undertake the following responsibilities in a professional manner:

- a. Identify and assess customers' needs to achieve satisfaction.
- b. Advising customers with digital asset management.
- c. Advising Handle customer complaints and provide appropriate solutions.
- d. Assisting with cryptocurrency exchange operations.
- e. Contact customers and verify them in accordance with AML/CTF regulations.
- f. Preparing reports, summaries, or replies to inquiries.
- g. Maintain customer records by updating account information
- h. Support the security department with identity verification and transaction clarification according to AML regulations.
- i. Other duties as may arise from time to time and as may be assigned to the employee;

Employee Compensation

Compensation and Other Benefits. Subject to the provisions of this Agreement, the Company shall pay and provide the following compensation and other benefits to the Executive/Employee during the Term as compensation for services rendered hereunder (all cash payments contemplated below to be paid in United States Dollars/USD):

- a. Base Salary. The Company shall pay to the Executive/Employee an annual salary (the "Base Salary") at the rate of \$30,000, payable in substantially equal installments in accordance with the ordinary payroll practices of the Company as established from time to time. Should be paid by monthly rate.
- b. Base Salary Reconsideration. The Base Salary shall be reviewed annually. If the Executive/Employee is requested to serve as an officer of any additional Group Company and he/she agrees to do so, he/she will do so for no extra remuneration.
- c. This Compensation will be payable once per month while this Agreement is in force. The Employer is entitled to deduct from the Employee's Compensation, or from any other compensation in whatever

form, any applicable deductions and remittances as required by law.

- d. The Employee understands and agrees that any additional remuneration paid to the Employee in the form of bonuses or other similar incentive remuneration will rest in the sole discretion of the Employer and that the Employee will not earn or accrue any right to incentive remuneration by reason of the Employee's employment.
- e. The Employer will reimburse the Employee for all reasonable expenses, in accordance with the Employer's lawful policies as in effect from time to time, including but not limited to, any travel and entertainment expenses incurred by the Employee in connection with the business of the Employer. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

Time of Work

Full time from 9 am to 5 pm. Monday - Friday.

If the Employee chooses part-time work, Employee should be provided a flexible work hours schedule. Available working hours for part-time work, should be between 9 am and 5 pm.

Employee Benefits

The Employee will be entitled to only those additional benefits that are currently available as described in the lawful provisions of the Employer's employment booklets, manuals, and policy documents or as required by law.

Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Employee with 60 days written notice of that change and providing that any change to those benefits is taken generally with respect to other employees and does not single out the Employee.

Vacation

The Employee shall be entitled to vacations in the amount of 2 weeks after the first year of employment.

For the second and subsequent years, vacation is 4 weeks per annum.

The times and dates for any vacation will be determined by mutual agreement between the Employer and the Employee.

Upon termination of employment, the Employer will compensate the Employee for any accrued but unused vacation.

Sickness

If the Employee is unable to come to work because of illness, then they must let the Employer know as soon as possible so that other arrangements can be made. The only payment for sick leave will be Statutory Sick Pay according to the regulations, which will be provided the Employee follows these procedures:

- (a) - Inform the employer as soon as the Employee knows they will not be able to get to work, and in any event at least 30 minutes before the start of the shift.
- (b) - If the Employee is off sick for more than 3 days, the Employee must complete a form Medical Certificate for Employment Insurance Sickness Benefits and submit to the Employer.
- (c) - The Employee will be required to provide a Medical Certificate if the Employee is absent through sickness for more than seven days.

Confidential Information

Employee acknowledges that, in any position the Employee may hold, in and as a result of the Employee's employment by the Employer, the Employee will, or may, be making use of, acquiring or adding to information which is confidential to the Employer (the "Confidential Information") and the Confidential Information is the exclusive property of the Employer.

The Confidential Information will include all data and information relating to the business and management of the Employer, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Employee, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information.

The Confidential Information will also include any information that has been disclosed by a third party to the Employer and is governed by a non-disclosure agreement entered into between that third party and the Employer.

The Confidential Information will not include information that:

- a. Is generally known in the industry of the Employer;
- b. Is now or subsequently becomes generally available to the public through no wrongful act of the Employee;
- c. Was rightfully in the possession of the Employee prior to the disclosure to the Employee by the Employer;
- d. Is independently created by the Employee without direct or indirect use of the Confidential Information;
- e. The Employee rightfully obtains from a third party who has the right to transfer or disclose it.

The Confidential Information will also not include anything developed or produced by the Employee during the Employee's term of employment with the Employer, including but not limited to, any intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade-mark or copyright that:

- a. Was developed without the use of equipment, supplies, facility or Confidential Information of the Employer;
- b. Was developed entirely on the Employee's own time;
- c. Does not result from any work performed by the Employee for the Employer;
- d. Does not relate to any actual or reasonably anticipated business opportunity of the Employer.

Contract Binding Authority

Notwithstanding any other term or condition expressed or implied in this Agreement to the contrary, the Employee will not have the authority to enter into any contracts or commitments for or on the behalf of the Employer without first obtaining the express written consent of the Employer.

Termination of Employment

- a. Where there is just cause for termination, the Employer may terminate the Employee's employment without notice, as permitted by law.
- b. The Employee and the Employer agree that reasonable and sufficient notice of termination of employment by the Employer is the greater of two (2) weeks or any minimum notice required by law.

- c. If the Employee wishes to terminate this employment with the Employer, the Employee will provide the Employer with the greater of four (4) weeks and the minimum required by law. As an alternative, if the Employee co-operates with the training and development of a replacement, then sufficient notice is given if it is sufficient notice to allow the Employer to find and train the replacement.
- d. The Termination Date specified by either the Employee or the Employer may expire on any day of the month and upon the Termination Date the Employer will forthwith pay to the Employee any outstanding portion of the compensation including any accrued vacation and banked time, if any, calculated to the Termination Date.
- e. Once notice has been given by either party for any reason, the Employee and the Employer agree to execute their duties and obligations under this Agreement diligently and in good faith through to the end of the notice period. The Employer may not make any changes to compensation or any other term or condition of this Agreement between the time termination notice is given through to the end of the notice period.

Tax Matters

The Employee agrees the conditions below:

- a. 'Tax withholding' all forms of compensation referred to in this Agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.
- b. 'Tax advice' employee are encouraged to obtain own tax advice regarding the compensation from the Company. Employee agree that the Company does not have a duty to design its compensation policies in a manner that minimizes Employees tax liabilities and the Employee will not make any claim against the Company or its Board of Directors related to tax liabilities arising from the compensation.

General Provisions

(a) - No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.

(b) - If, at the time of execution of this Agreement, there is a pre-existing employment agreement still in effect between the parties to this Agreement, then in consideration of and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, this Agreement will supersede any and all pre-existing employment agreements between the Employer and the Employee. Any duties, obligations and liabilities still in effect from any pre-existing employment agreement are void and no longer enforceable after execution of this Agreement.

(c) - This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made

any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notices

All notices or communications hereunder shall be in writing, addressed as follows:

To the Company: 6121 W Sunset Blvd #1600, Los Angeles, CA 90028, United States

To the Executive: [Executive's/Employee's Correspondence Address].

All such notices shall be conclusively deemed to be received and shall be effective

(i) if sent by hand delivery, upon receipt or

(ii) if sent by electronic mail or facsimile, upon confirmation of receipt by the sender of such transmission.

This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Employer and the Employee.

This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

General Provisions

(a) No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.

(b) If, at the time of execution of this Agreement, there is a pre-existing employment agreement still in effect between the parties to this Agreement, then in consideration of and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, this Agreement will supersede any and all pre-existing employment agreements between the Employer and the Employee. Any duties, obligations, and liabilities still in effect from any pre-existing employment agreement are void and no longer enforceable after execution of this Agreement.

(c) This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this in the presence of:

Madison Warburton

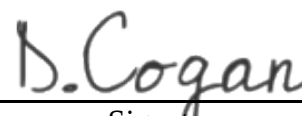
Name of Employee


Signature



David Cogan

Name of Employer


Signature