

MEMORANDUM OF UNDERSTANDING

& APPLICATION DEVELOPMENT SERVICES AGREEMENT

This Memorandum of Understanding and Application Development Services Agreement (this “Agreement”) is entered into as of June 29, 2026 (the “Effective Date”) by and between the parties identified below.

DEVELOPER / SERVICE PROVIDER

Lawrence Alex Reed (“Developer”)

CLIENT

Julian Dismute (“Client”)

Developer and Client are each a “Party” and together the “Parties.”

1. PURPOSE AND BACKGROUND

1.1 The Parties have met and discussed, and now wish to put into writing, their shared understanding regarding the ongoing development of a software application currently known as “DripRank” (the “Application”).

1.2 The Application is a Progressive Web App (PWA) — a style/fashion scoring and community-ranking app (“Snap. Rate. Upgrade.”) conceived and owned by Client.

1.3 This Agreement is intended as a good-faith memorandum of the working relationship and general terms the Parties have already discussed and agreed upon. It is not an exhaustive statement of work. Specifications of the Application are expected to evolve iteratively over time.

2. SCOPE OF SERVICES

2.1 Developer will provide ongoing software design and development services for the Application, exercising professional judgment and good-faith effort to advance the Application toward the Parties’ shared goals.

2.2 The work is iterative and continuing. The Parties will keep a regular cadence of progress reviews (see Section 4) at which Developer demonstrates current progress and the Parties discuss feedback, priorities, and next steps.

3. COMPENSATION

3.1 Client will pay Developer a fee of **six hundred U.S. dollars (US \$600.00) per month** for the services described in Section 2.

3.2 This arrangement may be terminated at any time.

4. WORKING RELATIONSHIP & CADENCE

4.1 The Parties will maintain a monthly progress cadence at which Developer presents the current state of the Application and the Parties confirm goals and next steps.

5. INDEPENDENT CONTRACTOR

5.1 Developer performs the services as an independent contractor.

5.2 Developer is responsible for Developer's own taxes, insurance, equipment, and business expenses, and controls the manner and means of performing the services.

6. INTELLECTUAL PROPERTY

6.1 The DripRank name, concept, brand, and the Application as delivered are and shall remain the property of Client. Upon payment of fees due, Developer assigns to Client all right, title, and interest in the custom deliverables created specifically for the Application.

6.2 Developer retains ownership of Developer's pre-existing and general-purpose tools, libraries, know-how, frameworks, and techniques.

7. TERM AND TERMINATION

7.1 This Agreement begins on the Effective Date and continues on a month-to-month basis until terminated.

8. GENERAL

8.1 Good-faith understanding. The Parties enter into this Agreement in good faith and intend to work collaboratively. Where this Agreement is silent or general, the Parties will resolve matters by reasonable, good-faith discussion.

SIGNATURES

Lawrence Alex Reed

Lawrence Alex Reed

Developer

Date: June 29, 2026

Julian Dismute

Client

Date: _____