

FOUNDER EMPLOYMENT CONTRACT

1. EXECUTIVE SUMMARY TABLE

Term	Summary
Position	Chief Product Officer (“CPO”) and Interim Chief Technology Officer (“Interim CTO”)
Employee	John Christian Barlow Jr. (the “Executive”)
Company	RWAP Technologies Inc., a Wyoming C-Corporation (the “Company”)
Reporting To	Chief Executive Officer (CEO) until Board of Directors is installed and then the Board of Directors.
Term / Employment Status	Indefinite, at-will employment, terminable by either party subject to the Agreement
Primary Focus	Product design and leadership for the Company’s real world asset platform, with emphasis on: (i) end-to-end product wireframing and user journeys, (ii) ideation and ownership of user interface and user experience (UI/UX), and thereafter (iii) fully taking on the CPO role by expanding the product’s reach, asset coverage, feature set, and technical capacities.
Base Salary	\$185,000 per year, payable in accordance with Company payroll practices
Annual Target Bonus	Target equal to 50% of Base Salary, based on achievement of product, technology, UX, adoption, and strategic KPIs approved by the Board (see Attachment B)
Equity Grant	Receive 3,400,000 shares of Company common stock (or equivalent equity award) under the Equity Incentive Plan, subject to 4-year vesting with a 1-year cliff and monthly vesting thereafter
Vesting	25% after 12 months from Vesting Commencement Date; remaining 75% in equal monthly installments over the following 36 months
Double-Trigger Acceleration	Upon a Change in Control <i>and</i> a qualifying termination (Without Cause or for Good Reason) within 12 months thereafter, the portion of unvested time-based equity that would have vested in the next 12 months accelerates (subject to Plan and Section 409A compliance)
Founder / Restricted Stock	Any founder or restricted stock held by Executive is subject to reverse vesting and Company repurchase rights for unvested shares on termination, and an 83(b) election reminder
Benefits	Eligibility to participate in Company benefit plans on the same basis as other senior executives
Severance (Without Cause / Good Reason)	Cash severance equal to 12 months of Base Salary, plus payment of Company-portion of COBRA premiums for up to 12 months, plus the equity acceleration described above, subject to a release of claims

Term	Summary
Non-Compete	Up to 12-month post-employment non-compete (narrowly tailored to direct competitors developing or operating real-world-asset platforms in the Territory), to the extent permitted by applicable law; otherwise, non-solicitation protections apply instead
Non-Solicit	12-month non-solicit of Company employees and key customers/partners
Confidentiality & IP	Strong confidentiality, inventions assignment, and IP ownership provisions; compliance with data privacy, cybersecurity, and trade secret policies; explicit coverage of wireframes, UX/UI assets, product specifications, prototypes, and technical designs
Reporting & Accountability	Autonomy-respecting framework: weekly one-page async product/technology update; monthly deep-dive product & platform review; quarterly board-ready product & technology package; real-time KPI dashboard access for founders (see Attachment B)
Key CPO / Product KPIs (Illustrative)	Product roadmap delivery vs. plan, UX research and usability metrics, feature usage and adoption, activation and conversion rates across core flows, platform reliability/uptime, incident rates, and security/compliance milestones (see Attachment B)
Governing Law	State of Wyoming

2. EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT (this “Agreement”) is entered into as of January 1, 2026 (the “Effective Date”), by and between RWAP Technologies Inc., a Wyoming corporation (the “Company”), and John Christian Barlow Jr. (“Executive”).

1. DEFINITIONS

For purposes of this Agreement:

1.1 “Board” means the Company’s Board of Directors.

1.2 “Cause” means the occurrence of any of the following, as determined in good faith by the Board, after providing Executive written notice and, where curable, a 30-day opportunity to cure:

- (a) Executive’s willful and continued failure to substantially perform his material duties (other than due to Disability) after written notice specifying such failure;
- (b) Executive’s gross misconduct or gross negligence in the performance of his duties that is materially injurious to the Company;
- (c) Executive’s conviction of, or plea of guilty or nolo contendere to, a felony or any crime involving fraud, dishonesty, or moral turpitude;
- (d) Executive’s willful and material violation of any written Company policy (including policies regarding harassment, discrimination, insider trading, data security, or code of conduct) that is materially injurious to the Company; or
- (e) Executive’s willful and material breach of this Agreement, any equity agreement, or any confidentiality or proprietary rights agreement with the Company.

1.3 “Change in Control” means the occurrence of any of the following events, in a single transaction or series of related transactions:

- (a) any person or group becomes the beneficial owner of more than 50% of the outstanding voting securities of the Company (other than pursuant to a financing in which the existing stockholders, directly or indirectly, retain a majority of the voting power);
- (b) a merger, consolidation, or similar transaction after which the Company’s pre-transaction stockholders cease to hold at least 50% of the combined voting power of the surviving entity; or
- (c) the sale, lease, or other disposition of all or substantially all of the Company’s assets (excluding an internal reorganization controlled by the same equity holders).

(If necessary for tax reasons, this definition will be conformed to the definition under Section 409A of the Internal Revenue Code in the applicable equity documents.)

1.4 “Code” means the Internal Revenue Code of 1986, as amended.

1.5 “Confidential Information” has the meaning set forth in Section 7.1.

1.6 “Disability” means Executive’s inability, due to physical or mental incapacity, to perform the essential functions of his position, with or without reasonable accommodation, for a period of 90 consecutive days or 120 days in any 12-month period, as determined in good faith by the Board in consultation with a licensed physician.

1.7 “Good Reason” means, without Executive’s written consent:

- (a) a material reduction in Executive’s Base Salary or target bonus opportunity, other than a reduction that is part of an across-the-board reduction affecting similarly situated executives;
- (b) a material diminution in Executive’s authority, duties, or responsibilities, such that he no longer serves as the Company’s Chief Product Officer (and, during the interim period, Interim CTO) or is otherwise materially marginalized in his senior product leadership role;
- (c) the requirement that Executive relocate his principal work location more than 50 miles from his then-current principal work location (other than reasonably required travel); or
- (d) a material breach by the Company of this Agreement or any equity award agreement.

Good Reason will exist only if Executive provides written notice to the Company within 60 days after the initial occurrence of the condition, the Company fails to cure within 30 days after such notice, and Executive terminates employment within 60 days after the end of the cure period.

1.8 “Territory” means any geographic market in which the Company markets, sells, or provides its products or services and in which Executive had material responsibilities or access to material Confidential Information during the 12 months preceding termination.

1.9 “Without Cause” means a termination of Executive’s employment by the Company other than (a) for Cause, (b) due to Executive’s death, or (c) due to Disability.

1.10 “Equity Awards” means any stock options, restricted stock, restricted stock units, or other equity-based awards granted to Executive under the Company’s equity incentive plan.

2. EMPLOYMENT; TERM

2.1 Employment Term. The Company hereby employs Executive, and Executive accepts employment with the Company, beginning on the Effective Date and continuing until terminated in accordance with Section 10 (the “Employment Term”).

2.2 At-Will Employment. Executive’s employment is at-will. Nothing in this Agreement shall be construed to create a specific term of employment, and either party may terminate the employment relationship at any time, with or without Cause or Good Reason, subject to the obligations herein.

3. POSITION; DUTIES

3.1 Position and Title. Executive shall serve as the Company’s Chief Product Officer and Interim Chief Technology Officer. In that role, Executive is the senior executive responsible for the Company’s overall product vision, product design, UX/UI, and (during the interim period) technical oversight of the Company’s real world asset platform.

3.2 Reporting. Executive shall report to the Chief Executive Officer (the “CEO”) and, as requested, directly to the Board.

3.3 Core Responsibilities. Without limiting Attachment A, Executive’s duties will include:

(a) Product Vision & Strategy. Developing and owning the Company’s product vision and strategy for its real world asset platform, including user personas, use cases, and prioritized product themes aligned with Company objectives and Board-approved plans.

(b) Initial Wireframing & UX/UI Ideation (Primary Early Focus). Executive’s initial focus will be on product design, including:

- creating complete end-to-end wireframes for the platform;
- mapping core user journeys and flows (e.g., issuers, investors, administrators);
- designing and iterating on the user interface and user experience; and
- producing product specifications, prototypes, and design systems sufficient for engineering implementation and investor review.

(c) Product Roadmap & Delivery. After the initial wireframing and UX/UI phase, leading the transition into full Chief Product Officer responsibilities by:

- defining and maintaining the product roadmap (MVP, v1, v2, etc.);
- prioritizing features and capabilities based on user value, compliance, and technical feasibility; and
- ensuring timely delivery of roadmap items in coordination with engineering.

(d) Interim CTO Responsibilities. During the Interim CTO period, providing technical leadership and oversight, including:

- reviewing and guiding system architecture and technology stack decisions;
- ensuring that the platform’s scalability, reliability, and security are designed to support growth and regulatory expectations; and
- supporting hiring and onboarding of key engineering and infrastructure talent and contributing to succession planning for a permanent CTO.

(e) Cross-Functional Leadership. Collaborating with Engineering, Design, Operations, Compliance/Legal, Finance, and Business Development to ensure product decisions are aligned with Company strategy, regulatory guidance, and revenue goals.

(f) UX Research & Data-Driven Iteration. Establishing user research and experimentation practices (e.g., usability testing, A/B tests) and using quantitative and qualitative data to refine product decisions and UX/UI.

(g) Investor & Board Engagement. Presenting product vision, roadmap, platform capabilities, UX strategy, and technical risk/mitigation to the CEO, Board, and investors; supporting fundraising, strategic partner discussions, and eventual IPO-readiness from a product and technology perspective.

3.4 Standard of Performance. Executive shall:

- (a) faithfully, diligently, and competently perform his duties in a professional manner consistent with a senior executive of a high-growth technology company;
- (b) devote substantially all of his full working time and attention to the business and affairs of the Company; and
- (c) comply with all lawful written policies, codes of conduct, and procedures of the Company.

3.5 Other Activities. Executive may engage in (a) charitable, civic, or educational activities, and (b) serve on outside boards with the prior written approval of the Board, in each case provided such activities do not materially interfere with his duties or create a conflict of interest.

4. PLACE OF EMPLOYMENT; TRAVEL

4.1 Location. Executive’s principal place of employment shall be Bangkok Thailand, or such other location as mutually agreed. The Company expects that the role may include flexible or hybrid remote work as appropriate for product and technology leadership, subject to Company policy.

4.2 Travel. Executive understands that travel, including international travel, may be required to perform his duties, including travel to Company offices, design partners, customers, investors, and strategic partners.

5. COMPENSATION

5.1 Base Salary. The Company shall pay Executive an annual base salary of \$185,000 (the “Base Salary”), payable in accordance with the Company’s normal payroll practices and subject to applicable withholdings.

5.2 Annual Bonus.

- (a) Executive will be eligible for an annual performance bonus with a target opportunity equal to 50% of Base Salary (the "Target Bonus").
- (b) The actual bonus, if any, will be determined by the Board (or its Compensation Committee) based on the achievement of product, UX, technology, adoption, and strategic objectives and KPIs set in consultation with Executive and consistent with Attachment B.
- (c) Except as otherwise provided in Section 11, Executive must be employed on the bonus payment date to earn and receive any bonus.

5.3 Equity Awards.

- (a) Initial Grant. Subject to Board approval, Executive will be granted an Equity Award representing the right to acquire 3,400,000 shares of the Company's common stock (or such other form of equity as determined by the Board) under the Company's equity incentive plan (the "Plan").
- (b) Vesting. The Equity Award will vest over four (4) years, with 25% vesting on the first anniversary of the Vesting Commencement Date and the remaining 75% vesting in equal monthly installments over the next 36 months, subject to Executive's continuous service, except as provided in Sections 11 and 12.
- (c) Documents. The Equity Award will be governed by the Plan and a separate award agreement. In the event of any conflict between this Agreement and the Plan or award agreement, the Plan and award agreement will control with respect to the Equity Award.
- (d) Tax Matters. Executive is solely responsible for all taxes relating to any Equity Award and is advised to consult his own tax advisor.

5.4 Founder / Restricted Stock; Reverse Vesting.

If Executive holds or acquires any founder shares or restricted stock of the Company, such shares will be subject to a restricted stock purchase agreement providing, among other things, that:

- (a) such shares shall be subject to reverse vesting on a schedule no less favorable to the Company than the vesting schedule for the Equity Awards;
- (b) the Company shall have the right, upon certain terminations of Executive's service, to repurchase unvested shares at the lower of cost or fair market value, as permitted by applicable law; and
- (c) Executive will be reminded of, but solely responsible for, making any 83(b) election within the applicable time period.

5.5 Clawback / Recoupment. Any compensation provided under this Agreement shall be subject to any clawback or recoupment policy adopted by the Company or required by applicable law, stock exchange rules, or investor requirements.

6. BENEFITS; EXPENSES; INDEMNIFICATION

6.1 Benefits. During the Employment Term, Executive shall be eligible to participate in all employee benefit plans and programs generally available to similarly situated senior executives of the Company, subject to the terms of such plans.

6.2 Vacation and Holidays. Executive shall be entitled to paid time off in accordance with the Company's policies for senior executives, subject to reasonable scheduling to meet business needs.

6.3 Business Expenses. The Company shall promptly reimburse Executive for all reasonable and necessary business expenses incurred in the performance of his duties in accordance with Company policy, subject to appropriate documentation.

6.4 Indemnification & D&O Insurance. During the Employment Term and for the applicable limitation period thereafter, Executive shall be entitled to indemnification and advancement of expenses to the fullest extent provided under the Company's bylaws and applicable law, and shall be covered under any directors' and officers' liability insurance policy maintained by the Company for its senior executives.

7. CONFIDENTIALITY; INTELLECTUAL PROPERTY; DATA SECURITY

7.1 Confidential Information. "Confidential Information" means all non-public information relating to the Company or its affiliates, including but not limited to trade secrets, technology, product plans, product designs, wireframes, UI/UX assets, prototypes, specifications, source code, data, algorithms, customer and partner lists, pricing, business plans, financial information, tokenomics or digital asset structures, and any information received from third parties that the Company is obligated to keep confidential.

7.2 Non-Disclosure. During and after employment, Executive shall hold all Confidential Information in strict confidence and shall not, directly or indirectly, use, disclose, or permit access to any Confidential Information except as necessary to perform his duties for the Company or as expressly authorized in writing by the Company.

7.3 Return of Materials. Upon termination of employment or at any other time upon the Company's request, Executive shall promptly return (or, at the Company's direction, securely destroy) all documents, data, and other materials in his possession or control containing Confidential Information.

7.4 Intellectual Property Assignment. Executive agrees that all inventions, discoveries, improvements, works of authorship, trade secrets, data, and other intellectual property that he conceives, creates, or reduces to practice, alone or with others, in connection with his work for the Company (collectively, "Inventions") shall be the sole and exclusive property of the Company. To the fullest extent permitted by law, Executive hereby assigns and agrees to assign to the Company all right, title, and interest in and to all Inventions.

7.5 Further Assurances. Executive shall execute such further documents and take such actions as the Company may reasonably request to perfect, protect, or enforce its rights in any Inventions or other intellectual property.

7.6 Data Privacy & Cybersecurity. Executive agrees to comply with all Company policies and procedures regarding data privacy, information security, digital asset custody, and cybersecurity, and to support the Company in maintaining appropriate controls suitable for institutional investors and, as applicable, a future IPO.

8. RESTRICTIVE COVENANTS

8.1 Non-Competition (to the extent permitted by law). During employment and for a period of 12 months following termination (the “Restricted Period”), Executive shall not, within the Territory, directly or indirectly, in a role substantially similar to his position with the Company and in competition with the Company’s principal business lines as of termination, (a) serve as an employee, officer, consultant, or advisor of a direct competitor, or (b) found or actively participate in a business that is a direct competitor of the Company’s then-core business (including any real world asset platform that is competitive with the Company).

This non-compete is intended to be narrowly tailored, reasonable in scope and duration, and shall apply only to the extent permitted by applicable law. Where such a non-compete is not enforceable, the remainder of this Section 8 (including the non-solicitation provisions) shall remain in effect.

8.2 Non-Solicitation of Employees. During employment and the Restricted Period, Executive shall not directly or indirectly solicit any person who is an employee or contractor of the Company (or was within the prior 6 months) to leave the Company.

8.3 Non-Solicitation of Customers and Partners. During employment and the Restricted Period, Executive shall not directly or indirectly solicit, divert, or seek to take away any customer, partner, or institutional counterparty of the Company with which Executive had material contact or about which he had material Confidential Information during the last 12 months of employment, for the purpose of providing products or services competitive with the Company.

8.4 Non-Disparagement. During and after employment, Executive shall not make any statements, written or oral, that are reasonably likely to disparage the Company, its products, or its officers, directors, employees, or partners. This provision does not limit truthful statements required by law or made in connection with legal proceedings.

8.5 Remedies. Executive acknowledges that breach of this Section 8 would cause irreparable harm to the Company for which monetary damages would be inadequate, and agrees that the Company shall be entitled to injunctive relief, in addition to any other rights and remedies.

9. PERFORMANCE STANDARDS; REPORTING & ACCOUNTABILITY

9.1 Alignment with Board and Investor Expectations. Executive shall manage the product and technology functions consistent with high-growth startup and investor expectations, aligning product strategy, UX, and platform roadmap with the Company’s capital plan and milestones, including those tied to fundraising rounds and eventual IPO readiness.

9.2 Principles of Autonomy and Accountability. The parties intend that Executive operate with high autonomy and without day-to-day micromanagement, while maintaining clear, objective accountability through structured reporting, quantitative KPIs, and periodic reviews, as detailed in Attachment B.

9.3 Reporting Framework. Executive shall comply with the reporting and accountability framework set forth in Attachment B, which will include, at a minimum:

- (a) concise weekly asynchronous updates summarizing key product, UX, and technology activities and outcomes;
- (b) monthly deep-dive reviews with the CEO (and founders as applicable) on roadmap, delivery, and risks;
- (c) quarterly board-ready product & technology reporting packages; and
- (d) maintaining real-time executive dashboards that provide founders and the Board with ongoing visibility into roadmap status, platform health, UX metrics, and key KPIs without intrusive oversight.

9.4 Performance Milestones. The Company and Executive shall collaborate to establish and update quarterly and annual product and platform milestones (summarized in Attachment B), which may include targets relating to roadmap delivery, UX research, feature adoption, platform reliability, security, and compliance milestones.

10. TERMINATION OF EMPLOYMENT

Employment may be terminated during the Employment Term as follows:

10.1 Termination by the Company for Cause. The Company may terminate Executive's employment for Cause at any time upon written notice, following compliance with the notice and cure process in Section 1.2 (if applicable).

10.2 Termination by the Company Without Cause. The Company may terminate Executive's employment Without Cause at any time upon written notice.

10.3 Termination by Executive for Good Reason. Executive may terminate his employment for Good Reason pursuant to the procedures in Section 1.7.

10.4 Termination by Executive Without Good Reason. Executive may terminate his employment without Good Reason upon at least 30 days' prior written notice, unless the Company agrees to a shorter period.

10.5 Termination Due to Death or Disability. Executive's employment shall terminate automatically upon his death and may be terminated by the Company due to Disability.

10.6 Effect of Termination. Upon any termination, Executive shall be entitled to:

- (a) payment of accrued but unpaid Base Salary through the date of termination;
- (b) reimbursement of properly documented business expenses incurred prior to termination; and
- (c) any vested benefits under the Company's benefit plans, in accordance with the terms of such plans

(collectively, the "Accrued Benefits").

Additional severance benefits, if any, are described in Section 11.

11. SEVERANCE; EQUITY TREATMENT

11.1 Without Cause / Good Reason Severance. If the Company terminates Executive Without Cause, or Executive resigns for Good Reason (and such termination is not due to death or Disability), then, subject to Executive's execution and non-revocation of a standard release of claims:

(a) the Company shall pay cash severance equal to [●] months of Executive's then-current Base Salary, payable in substantially equal installments over the severance period (or, at the Company's election, in a lump sum to the extent compliant with Section 409A);

(b) the Company shall pay the employer portion of premiums for Executive's continued health insurance coverage under COBRA (or a comparable arrangement) for up to [●] months, or until he becomes eligible for coverage through another employer, whichever occurs first; and

(c) time-based Equity Awards shall receive the acceleration described in Section 12.2 (if in connection with a Change in Control) or as otherwise set forth in the applicable award agreements.

11.2 No Severance in Certain Circumstances. No severance will be paid if (a) Executive is terminated for Cause, (b) Executive resigns without Good Reason, or (c) Executive's employment terminates due to death or Disability, except as expressly provided in applicable benefit or equity plans.

11.3 Equity Treatment on Termination. Except as otherwise provided in the Plan or applicable award agreements:

(a) unvested time-based Equity Awards will be forfeited as of the termination date;

(b) vested options will remain exercisable for the post-termination exercise period set forth in the award agreements; and

(c) performance-based awards will be treated in accordance with the applicable award agreements.

12. CHANGE IN CONTROL; DOUBLE-TRIGGER ACCELERATION

12.1 Change in Control. In the event of a Change in Control, the treatment of Equity Awards will be determined in accordance with the Plan and any applicable award agreements, subject to Section 12.2.

12.2 Double-Trigger Acceleration. If, within 12 months following a Change in Control, (a) the Company (or its successor) terminates Executive's employment Without Cause, or (b) Executive resigns for Good Reason, then, in addition to the severance in Section 11.1:

(i) the portion of Executive's then-unvested, time-based Equity Awards that would have vested in the 12 months following the termination date shall become immediately vested and, if applicable, exercisable; and

(ii) any conflicting provisions in the award agreements will be interpreted to give effect to this acceleration, to the extent permitted by the Plan and applicable law.

13. REPRESENTATIONS AND WARRANTIES

13.1 By Executive. Executive represents and warrants that:

- (a) he is not party to any agreement or subject to any restriction that would prevent him from entering into this Agreement or performing his duties;
- (b) he will not use or disclose any confidential or proprietary information of any prior employer or third party while performing services for the Company; and
- (c) all information provided by him to the Company regarding his experience and background is accurate in all material respects.

13.2 By the Company. The Company represents and warrants that:

- (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation;
- (b) it has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder; and
- (c) upon execution, this Agreement will be a valid and binding obligation of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy and creditor rights laws.

14. DISPUTE RESOLUTION; ARBITRATION

14.1 Negotiation. The parties will first attempt in good faith to resolve any dispute arising out of or relating to this Agreement through informal discussions.

14.2 Arbitration. Except as necessary to seek injunctive relief for breaches of Sections 7 or 8, any dispute, claim, or controversy arising out of or relating to this Agreement, Executive's employment, or the termination thereof shall be resolved by binding arbitration before a single arbitrator under the rules of JAMS in Wyoming. Judgment on the award may be entered in any court of competent jurisdiction.

14.3 Attorneys' Fees. The arbitrator may award reasonable attorneys' fees and costs to the prevailing party in accordance with applicable law.

15. MISCELLANEOUS

15.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflict-of-laws principles.

15.2 Entire Agreement. This Agreement, together with Attachments A and B and any equity award agreements, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior discussions or agreements, whether written or oral.

15.3 Amendments. This Agreement may be amended only in a writing signed by both parties.

15.4 Assignment. Executive may not assign this Agreement. The Company may assign this Agreement to any successor or affiliate, provided that such successor assumes the Company's obligations hereunder.

15.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force, and the invalid

provision shall be modified to the minimum extent necessary to render it enforceable, consistent with the parties' intent.

15.6 Notices. All notices under this Agreement shall be in writing and delivered by personal delivery, recognized courier, or email (with confirmation of receipt) to the addresses on file for each party.

15.7 Waiver. No waiver of any breach shall be deemed a waiver of any other breach. Any waiver must be in writing and signed by the waiving party.


15.8 Counterparts. This Agreement may be executed in counterparts, including by electronic or digital signature, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMPANY:
RWAP TECHNOLOGIES INC.

By: BOARD OF DIRECTORS
BOARD OF DIRECTORS (Jan 13, 2026 20:18:36 GMT+7)
Name: Board of Directors
Title: RWAP TECHNOLOGIES INC


BOARD OF DIRECTORS
E-signed 2026-01-13 08:18PM GMT+7
board@rwap.ai
RWAP TECHNOLOGIES INC



EXECUTIVE:
John Christian Barlow Jr.

By: John Barlow
Name: John Christian Barlow Jr.
Title: Chief Product Officer

JOHN CHRISTIAN BARLOW JR
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john@rwap.ai
RWAP TECHNOLOGIES INC
Chief Product Officer



ATTACHMENT A

EXECUTIVE JOB DESCRIPTION — CHIEF PRODUCT OFFICER & INTERIM CTO

Position: Chief Product Officer (CPO) & Interim Chief Technology Officer (CTO)
Reports To: Chief Executive Officer (CEO)

1. ROLE SUMMARY

The Chief Product Officer & Interim CTO is the executive responsible for:

- Designing and owning the product vision, roadmap, and UX/UI for the Company's real world asset platform; and
- Providing interim technical leadership to ensure the platform is scalable, secure, and aligned with product strategy.

Initially, the role is heavily focused on product design, full-stack wireframing, and UX/UI ideation, then shifts to full-scope CPO responsibilities: expanding product reach, asset coverage, and platform capabilities.

2. CORE RESPONSIBILITIES

2.1 Product Vision & Strategy

- Define and maintain a multi-year product vision rooted in RWAP's mission and market.
- Translate that vision into a prioritized roadmap tied to Company funding and growth milestones.
- Ensure the product strategy considers regulatory, compliance, and institutional investor requirements.

2.2 Initial Wireframing & UX/UI Ideation (Early-Stage Focus)

- Produce complete end-to-end wireframes covering all core flows: onboarding, asset creation, investment/subscription, reporting, and admin controls.
- Define the interaction design and UX patterns for issuers, investors, and administrators.
- Create high-fidelity UI designs and interactive prototypes suitable for user testing and investor demos.
- Work closely with early users/design partners to validate usability and iterate quickly.

2.3 Product Roadmap & Delivery

- Own the MVP, v1, and v2 roadmap, including scope, prioritization, and release planning.
- Translate strategy into clear epics, user stories, and acceptance criteria.

- Collaborate with engineering leadership to ensure predictable delivery and quality.

2.4 Interim CTO Responsibilities

- Provide technical oversight on architecture, stack selection, security posture, and scalability.
- Partner with engineering to define coding standards, CI/CD practices, and incident response processes appropriate for the Company's stage.
- Help recruit and level-set engineering talent, and assist in transition planning to a permanent CTO.

2.5 UX Research & Customer Discovery

- Lead user interviews, usability tests, and surveys to inform design decisions.
- Interpret data from analytics tools to refine UX, onboarding flows, and feature placement.
- Embed experimentation (A/B tests, feature flags) into the development process.

2.6 Leadership, Culture & Talent

- Build and mentor Product Management, Product Design, and (as appropriate) Engineering leaders.
- Cultivate a culture of user-centricity, experimentation, and craftsmanship.
- Promote ethical conduct and adherence to Company policies and fiduciary duties.

2.7 Cross-Functional Collaboration

- Work with Business Development and Revenue teams to align product and GTM strategies.
- Coordinate with Compliance/Legal on features impacting regulatory obligations.
- Align with Finance on metrics and instrumentation needed for investors and eventual IPO.

2.8 Investor, Board & External Stakeholder Engagement

- Prepare and present product and technology materials for Board meetings and investor updates.
- Support fundraising by clearly articulating the product's value, defensibility, and roadmap.
- Represent RWAP's product vision externally to key partners, design partners, and strategic clients.

3. REQUIRED SKILLS & EXPERIENCE

- Proven leadership in product-led technology companies (preferably fintech / digital assets / real world assets).
- Demonstrated expertise in product design, wireframing, and UX/UI for complex platforms.

- Ability to operate effectively at both strategic and hands-on levels in a startup context.
 - Experience working with engineering teams on architecture, technical decision-making, and security.
 - Strong communication skills with technical and non-technical stakeholders, including investors and board members.
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4. COMPANY-STAGE EXPECTATIONS

- Operate comfortably in a lean, resource-constrained environment.
- Implement processes that scale with growth without over-bureaucratizing the early stage.
- Ensure that the product and platform evolve toward a state that supports institutional and IPO-level scrutiny.

5. STRATEGIC PRIORITIES

- Ship a compelling MVP that validates RWAP's core real world asset thesis.
- Achieve product-market fit in one or more core segments, then expand into adjacent assets or geographies.
- Build a product and technology foundation that supports future regulatory compliance, audits, and IPO-readiness.

ATTACHMENT B

ACCOUNTABILITY, REPORTING & MILESTONES FRAMEWORK (PRODUCT & TECHNOLOGY)

This framework is designed for founders who do not want to micromanage day-to-day product/tech work but who need clear, objective visibility into progress, risks, and outcomes.

1. PRINCIPLES

- Focus on outcomes and metrics, not hours.
- Use lightweight, scheduled reporting rather than ad hoc status checks.
- Provide self-service visibility via dashboards so founders can understand the state of product and platform at any time.

2. REPORTING CADENCE

2.1 Weekly “One-Page Product & Platform Update” (Async)

- When: Once per week (e.g., every Monday by 12:00).
- Format: Single page / short doc or Slack/Notion update.
- Audience: CEO and founders.

Content:

- Top 3 product/UX accomplishments from the prior week (e.g., wireframes completed, UX tests run, features shipped).
- Top 3 priorities for the coming week.
- Brief roadmap snapshot: items completed, in progress, at risk.
- Any roadblocks where help from founders is requested.

2.2 Monthly Product & Technology Review

- When: Once per month (60–90 minutes).
- Audience: CEO, CPO/Interim CTO; founders may join.

Content:

- Roadmap status vs. plan (MVP/v1/v2 features).
- UX research findings and top user pain points.
- Platform health overview (uptime, incidents, performance, security highlights).
- Hiring and team capacity updates.
- Discussion of major risks, competitive developments, and strategic adjustments.

2.3 Quarterly Board-Ready Product & Technology Package

- When: Aligned with quarterly Board meetings.

- Audience: Board of Directors, CEO, senior leadership.

Content:

- High-level summary of product progress vs. plan.
- Key usage and engagement metrics across core flows.
- Platform reliability and security posture (uptime, incident stats, risk mitigations).
- UX research and customer feedback themes.
- 12-month product outlook and key assumptions.

Prepared primarily by the CPO/Interim CTO, with support from Engineering, Design, and Analytics.

2.4 Real-Time Executive Dashboards

Maintain dashboards (via analytics/BI tools) that founders can access any time, showing:

- Roadmap delivery status (features delivered vs. planned).
- Core UX funnel metrics (onboarding completion, asset creation flow completion, etc.).
- Platform uptime, error rates, and latency for key operations.
- Security and compliance indicator metrics as relevant.

3. KEY KPIs (PRODUCT, UX & PLATFORM)

Illustrative KPIs that the CPO/Interim CTO will track and report:

3.1 Product Delivery & Execution

- % of roadmap items delivered on time per quarter.
- Cycle time from spec to production.
- Number and severity of defects per release.

3.2 UX & Adoption Metrics

- Onboarding completion rate and drop-off points.
- Time-to-first-key-action (e.g., first asset onboarded, first investment executed).
- Task success rates from usability testing.
- Net Promoter Score (NPS) or equivalent satisfaction metric.

3.3 Engagement & Retention

- DAU/MAU and session frequency.
- Feature-level usage statistics (e.g., % of users using core features).
- Retention/return rates for key user segments.

3.4 Platform Reliability & Technical Health

- Uptime/availability (e.g., target \geq [●]% appropriate to stage).
- Number and severity of production incidents.

- Mean time to detect (MTTD) and mean time to recover (MTTR).
- Progress on security and compliance milestones.

3.5 Business-Enabling Product KPIs

- Number and value of real world assets onboarded.
- Transaction/interaction volume enabled by the platform.
- Adoption of APIs or integrations (if applicable).

These KPIs can be refined over time based on the Company's model and data maturity.

4. ILLUSTRATIVE FIRST-YEAR MILESTONES (PRODUCT & TECHNOLOGY)

The following are example milestones; you can adjust specific numbers and dates to fit RWAP's roadmap.

Quarter 1 (Q1) — Product Definition & Design Foundation

- Complete end-to-end wireframes and core user flow maps.
- Produce a high-fidelity clickable prototype for key flows.
- Deliver an MVP Product Requirements Document (PRD) and technical feasibility assessment.
- Establish product development processes (backlog, agile cadences, design review).

Quarter 2 (Q2) — MVP Build & Early Validation

- Implement MVP features in collaboration with engineering, in line with PRD.
- Set up analytics events for critical UX funnels (onboarding, asset creation, transaction).
- Conduct at least [●] structured usability tests and iterate designs accordingly.
- Prepare investor-ready product demo and documentation.

Quarter 3 (Q3) — Beta Launch & Feedback Loop

- Launch MVP in beta with a limited set of early adopters or design partners.
- Track and report early usage metrics (e.g., assets onboarded, active users, funnel conversion).
- Prioritize and ship v1 improvements based on real user feedback and data.
- Document security and compliance-related product features developed during this period.

Quarter 4 (Q4) — v1 Launch & Scaling Foundations

- Launch v1 for a broader audience (as approved by the Board).
- Expand into at least one additional asset class or feature vertical if aligned with strategy.
- Establish repeatable release management, incident response, and product documentation practices.

- Produce a “Product & Platform Readiness” memo summarizing roadmap, risks, and readiness for next financing stage.

5. FUNDING ROUND & IPO-READINESS MILESTONES

5.1 Seed / Series A

- MVP built and used by design partners/early adopters with clear usage data.
- Roadmap and documentation ready for institutional investor diligence.
- Baseline product, data flow, and security documentation in place.

5.2 Series B and Beyond

- Scalable architecture and processes for higher user and asset volumes.
- Mature product analytics and instrumentation to support robust metrics.
- Documentation and controls compatible with internal control frameworks and potential public-company standards.

5.3 IPO-Readiness Support

- Coordinate with CEO, CFO, and legal to support accurate product-related disclosures (risk factors, product descriptions, technology and security posture).
- Maintain repositories of product decisions, UX rationales, and technical documentation that can be referenced in diligence and regulatory filings.

6. ALIGNMENT WITH BOARD OVERSIGHT

- The Board (or its compensation/HR committee) will review Executive’s performance relative to this Attachment B at least annually.
- KPIs and milestones may be modified by the Board to reflect changes in Company strategy, funding environment, or regulatory landscape, after consultation with Executive.
- Achievement of these metrics will inform compensation decisions, including Annual Bonus determinations and future equity grants.









2026.01.11 JB FOUNDER EMPLOYMENT CONTRACT

Final Audit Report

2026-01-13

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