

FOUNDER EMPLOYMENT CONTRACT

1. EXECUTIVE SUMMARY TABLE

Term	Summary
Position	Chief Executive Officer (“CEO”) and Interim Chief Legal Officer (“Interim CLO”)
Employee	John Christian Barlow Sr. (the “Executive”)
Company	RWAP Technologies Inc., a Wyoming C-Corporation (the “Company”)
Reporting To	The Board of Directors (the “Board”)
Term / Employment Status	Indefinite, at-will employment, terminable by either party subject to the Agreement
Primary Focus	Overall leadership and accountability for Company strategy, execution, financing, governance, and legal/regulatory posture, including: (i) vision, strategy, and operating plan; (ii) capital formation and investor relations (equity, token, and structured financings); (iii) senior team building and culture; (iv) legal, regulatory, and compliance oversight (including securities, digital assets, corporate, IP, data privacy, and employment); and (v) Board relations, corporate governance, and IPO-readiness.
Base Salary	\$185,000.00 per year, payable in accordance with Company payroll practices
Annual Target Bonus	Target equal to 50% of Base Salary, based on achievement of strategic, financial, people, governance, and legal/compliance 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 Company’s 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 and 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 the Equity 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

Term	Summary
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 execution and non-revocation of a release of claims
Non-Compete	Up to 12-month post-employment non-compete (narrowly tailored to direct competitors operating real-world-asset and digital-asset platforms, or otherwise materially competitive with the Company's then-core business, 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; explicit coverage of board and legal materials, legal strategies, regulatory analyses, tokenomics, and governance structures; strict compliance with data privacy, cybersecurity, and trade secret policies
Reporting & Accountability	Autonomy-respecting framework: (i) weekly one-page CEO / Legal update; (ii) monthly operating, capital, and legal/compliance review; (iii) quarterly board-ready strategy–operations–legal package; and (iv) real-time KPI dashboards for founders/Board covering financial, people, risk, and legal metrics (see Attachment B)
Key CEO / Interim CLO KPIs (Illustrative)	Cash runway and burn vs. plan; execution against operating plan and key product/market milestones; successful completion of funding rounds; quality of leadership team and hiring progress; implementation of governance and compliance structures; incident rates and resolution for legal, regulatory, or security matters; preparedness for institutional/IPO-level diligence (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 Sr. ("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, anti-corruption, 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, fiduciary duty, 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 Executive Officer or is otherwise materially marginalized in his role as the most senior executive of the Company; provided that (i) the appointment of a permanent Chief Legal Officer or General Counsel and (ii) the transition of day-to-day legal management responsibilities to such person will not, in and of themselves, constitute Good Reason so long as Executive continues to serve as CEO with substantially similar authority;

(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 Executive Officer ("CEO") and Interim Chief Legal Officer ("Interim CLO"). In that role, Executive is the most senior executive with overall responsibility for the Company's strategy, execution, capital formation, governance, and legal and regulatory posture.

3.2 Reporting. Executive shall report to the Board.

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

(a) Strategy, Vision & Operating Plan. Developing and owning the Company's mission, multi-year strategy, and annual operating plans, including objectives for product, go-to-market, capital, and organization, as approved by the Board.

(b) Capital Formation & Investor Relations. Leading the Company's capital formation strategy (equity, tokens/digital assets, credit facilities and structured financings) and investor relations, including preparation for and execution of Seed, Series A, B and subsequent financings, and positioning the Company for potential IPO or other liquidity events.

(c) Executive Team & Organization. Building, leading, and retaining a high-performing executive team and organization; setting culture, values, and performance standards consistent with a high-growth, investor-backed technology company.

(d) Legal, Regulatory & Compliance (Interim CLO). Serving as Interim CLO with overall responsibility for the Company's legal function, including: corporate governance, securities law and fundraising compliance, digital-asset/token regulatory matters, commercial contracts, intellectual property, data privacy, employment law, and management of external counsel and compliance advisors.

(e) Governance & Board Management. Working closely with the Board on governance matters; ensuring timely, accurate Board information packages; maintaining proper documentation, minutes, consents, and committee charters consistent with institutional and eventual public-company expectations.

(f) Risk Management & Controls. Establishing and overseeing risk management frameworks and internal controls appropriate to the Company's stage, including financial controls, legal/compliance controls, digital-asset controls, and data security and cybersecurity programs.

(g) Stakeholder Engagement. Serving as a primary external face of the Company to investors, strategic partners, regulators (as appropriate and through counsel), major customers, and the broader ecosystem.

(h) IPO-Readiness & Institutionalization. Driving the maturation of Company processes, documentation, and disclosures toward institutional and IPO-readiness, including collaboration with finance, product, and legal advisors to support future securities filings and diligence.

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. Nothing in this Agreement prohibits Executive from reporting possible violations of law or regulation to any governmental agency or entity, or making other disclosures that are protected under whistleblower or other provisions of law.

4. PLACE OF EMPLOYMENT; TRAVEL

4.1 Location. Executive's principal place of employment shall be Florida, or such other location as mutually agreed. The Company expects that the role may include a flexible or hybrid remote component as appropriate for CEO and Interim CLO responsibilities, 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, investors, regulators (as appropriate through counsel), major customers, 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 strategic, financial, people, governance, and legal/compliance objectives and KPIs set in consultation with Executive and consistent with Attachment B.

(c) Bonus shall be earned pro-rata through last day worked, regardless of payout date.

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 and directors.

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 and 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, governance structures, legal strategies and analyses, board and committee materials, 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, or as otherwise permitted by law for protected disclosures.

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 or digital-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 or government investigations.

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 Company consistent with high-growth startup and investor expectations, aligning strategy, execution, and legal/compliance posture 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 strategic, operational, financial, legal, and governance activities and outcomes;

(b) monthly deep-dive reviews with the Board Chair or lead director (or as otherwise determined by the Board) on strategy, execution, capital, risk, and key hires;

(c) quarterly Board-ready reporting packages; and

(d) maintaining real-time executive dashboards that provide founders and the Board with ongoing visibility into key financial, operating, people, and risk/legal KPIs without intrusive oversight.

9.4 Performance Milestones. The Company and Executive shall collaborate to establish and update quarterly and annual strategic, financial, organizational, and compliance

milestones (summarized in Attachment B), which may include targets relating to funding, runway, revenue growth, key hires, platform and governance maturity, and IPO-readiness.

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 60 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 in a form reasonably acceptable to the Company:

(a) the Company shall pay cash severance equal to 12 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 12 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, or to such other address as either party may designate in writing.

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, and all of which together shall constitute one and the same instrument.

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 20:55:47 GMT+7)
Name: Board of Directors
Title: RWAP TECHNOLOGIES INC

BOARD OF DIRECTORS

E-signed 2026-01-13 08:55PM GMT+7
board@rwap.ai
RWAP TECHNOLOGIES INC



EXECUTIVE:
John Christian Barlow Sr.

By: JOHN CHRISTIAN BARLOW SR
JOHN CHRISTIAN BARLOW SR (Jan 13, 2026 08:49:10 EST)
Name: John Christian Barlow Sr
Title: CEO

JOHN CHRISTIAN BARLOW SR

E-signed 2026-01-13 08:49AM EST
jcb@rwap.ai
CEO



ATTACHMENT A

EXECUTIVE JOB DESCRIPTION — CEO & INTERIM CLO

Position: Chief Executive Officer (“CEO”) & Interim Chief Legal Officer (“Interim CLO”)
Reports To: Board of Directors

1. ROLE SUMMARY

The CEO & Interim CLO is the executive responsible for:

1. Designing and owning the Company’s vision, strategy, and operating plan.
2. Building and leading a high-performing executive team and culture.
3. Ensuring the Company is financed, governed, and operated in a manner consistent with institutional and eventual IPO-level expectations.
4. Overseeing the Company’s legal, regulatory, and compliance posture on an interim basis, including coordination with outside counsel and advisors.

The role is broad, founder-level, and highly accountable, combining company building with disciplined corporate governance and legal/regulatory risk management.

2. CORE RESPONSIBILITIES

2.1 Strategy, Vision & Planning

- Define and continuously refine the Company’s mission and long-term strategy.
- Translate strategy into annual operating plans with clear goals, budgets, and KPIs.
- Ensure alignment between product, go-to-market, technology, capital strategy, and legal/regulatory constraints.

2.2 Capital Formation & Investor Relations

- Lead planning and execution of Seed, Series A, B and subsequent financings, as well as token or hybrid structures where appropriate.
- Own investor messaging and narratives, supported by robust data and governance.
- Maintain a disciplined fundraising pipeline, including investor targeting, meeting cadence, and term-sheet negotiation.
- Prepare for, and ultimately support, IPO or alternative liquidity events.

2.3 Executive Team & Organization

- Recruit, develop, and retain an excellent executive team across product, technology, revenue, operations, finance, and legal/compliance.
- Set performance expectations, conduct regular evaluations, and make timely talent decisions.
- Build a culture of ownership, transparency, ethical conduct, and high performance.

2.4 Interim Legal Leadership & Regulatory Strategy

- Oversee the Company's legal function on an interim basis, including:
 - Corporate governance, stockholder relations, and corporate housekeeping.
 - Securities and fundraising compliance (including private placements and digital-asset offerings in coordination with outside counsel).
 - Commercial contracts, IP protection, employment matters, and key regulatory issues.
- Develop and maintain a legal risk register and mitigation plan.
- Manage external counsel relationships to balance quality, speed, and cost.

2.5 Governance & Board Management

- Establish and maintain effective governance processes, including Board and committee calendars, charters, and materials.
- Prepare and present concise, data-rich Board materials covering strategy, operations, financials, and legal/regulatory risks.
- Ensure that Board minutes, consents, and resolutions are accurate, timely, and securely maintained.

2.6 Risk, Compliance & Controls

- Implement and maintain risk frameworks covering financial, operational, legal, compliance, cyber, and digital-asset risks.
- Coordinate with finance, product, and engineering to ensure appropriate internal controls over financial reporting and key operational metrics.
- Oversee data privacy, security, and incident response in partnership with technical leadership.

2.7 External Relationships & Ecosystem

- Act as a primary Company representative to investors, major customers, strategic partners, regulators (through counsel), and media as appropriate.
- Negotiate and oversee strategic partnerships and ecosystem relationships that materially advance the Company's growth or defensibility.

2.8 IPO-Readiness & Institutionalization

- Drive the build-out of processes and documentation necessary for institutional investors and eventual IPO (e.g., metrics quality, governance, controls, policies, and disclosure discipline).
- Coordinate with finance, legal, and external advisors on "readiness" gap assessments and remediation plans.

3. REQUIRED SKILLS & EXPERIENCE

- Significant leadership experience as a CEO, founder, or equivalent senior executive in high-growth technology or fintech / digital-asset environments.

- Deep familiarity with corporate law, securities and fundraising, digital-asset/token regulatory issues, and technology transactions (through practice and/or oversight).
- Proven ability to raise capital, manage investors, and communicate effectively with sophisticated stakeholders and Board members.
- Experience building and leading high-performing cross-functional teams.
- Comfort operating in a lean, ambiguous, and rapidly evolving startup context.

4. COMPANY-STAGE EXPECTATIONS

- Operate effectively in a resource-constrained environment while building scalable processes.
- Focus on strategic leverage points (capital, talent, product/market fit, governance) rather than bureaucracy.
- Drive toward a company profile and level of discipline suitable for institutional investors and eventual IPO or strategic exit.

5. STRATEGIC PRIORITIES (ILLUSTRATIVE)

- Achieve and maintain financing sufficient to support agreed runway and growth targets.
- Build and stabilize a top-tier executive team, filling critical gaps in product, technology, and revenue leadership.
- Establish governance, legal, and compliance foundations that withstand institutional and regulatory scrutiny.
- Support achievement of product-market fit and early revenue traction in chosen segments (e.g., real-world assets / digital-asset platforms).

ATTACHMENT B

ACCOUNTABILITY, REPORTING & MILESTONES FRAMEWORK — CEO & INTERIM CLO

This framework is designed to give the Board clear, objective visibility into Company progress, while allowing the CEO & Interim CLO high autonomy in day-to-day execution.

1. PRINCIPLES

- Focus on outcomes and metrics, not hours.
- Use lightweight, scheduled reporting instead of ad-hoc status checks.
- Provide self-service visibility via dashboards so the Board and key investors can understand performance and risk at any time.

2. REPORTING CADENCE

2.1 Weekly “One-Page CEO / Legal Update” (Async)

When: Once per week (e.g., every Monday by 12:00).

Format: Single page / short doc or Slack/Notion update.

Audience: Board Chair / lead director and designated founders.

Content:

- Top 3 strategic or operational accomplishments from the prior week.
- Top 3 priorities for the coming week.
- Brief summary of material legal, regulatory, or risk items (if any).
- Short note on cash/runway, key hiring updates, and any asks for Board/founder support.

2.2 Monthly Operating, Capital & Risk Review

When: Once per month (60–90 minutes).

Audience: Board Chair/lead director, CEO, selected Board members/founders.

Content:

- Performance vs. operating plan (financial and non-financial).
- Capital and fundraising status: cash balance, burn, runway, fundraising pipeline and probability-weighted outcomes.
- Key hires, org design changes, and people metrics (e.g., leadership stability, regretted attrition).
- Legal, regulatory, and compliance updates: notable matters, incidents, or upcoming requirements.
- Strategic risks and proposed mitigation actions.

2.3 Quarterly Board-Ready Package

When: Aligned with quarterly Board meetings.

Audience: Full Board, CEO, senior leadership.

Content:

- Executive summary of Company performance vs. plan.
- Financials, runway, fundraising status, and major deviations.
- Strategic, product/market, and go-to-market updates.
- Legal, regulatory, and compliance posture, including any investigations, disputes, or material contract issues.
- Governance updates (committees, policies, key resolutions).
- 12- to 18-month outlook and key assumptions; updated risk register.

Prepared primarily by the CEO & Interim CLO, with support from finance, product, and other executives.

2.4 Real-Time Executive Dashboards

Maintain dashboards (via FP&A and BI/analytics tools) that the Board or designated investors can access on request, showing:

- Cash, burn, and runway.
- High-level revenue/traction metrics (e.g., ARR/MRR, pilots, key partnerships).
- Headcount and hiring pipeline for key roles.
- Summary legal/compliance indicators (e.g., open matters, incident counts, policy adoption status).

3. KEY KPIs (ILLUSTRATIVE)

3.1 Capital & Financial

- Cash runway (months) vs. Board-approved targets.
- Monthly/quarterly burn vs. budget.
- Fundraising progress vs. plan (e.g., number of engaged investors, stage in funnel, probability-weighted capital).

3.2 Strategic & Operating

- Achievement of major strategic milestones (e.g., product-market fit indicators, key partnerships signed, entry into new segments).
- On-time completion of Board-approved strategic initiatives.

3.3 People & Organization

- Fill rate and time-to-hire for critical executive and technical roles.
- Leadership stability and key-person retention.

3.4 Legal, Regulatory & Governance

- Status of corporate housekeeping (minutes, consents, cap table, stock administration).

- Number and severity of material legal or regulatory issues; timeliness of resolution.
- Adoption and maintenance of key policies (code of conduct, information security, insider trading, conflicts of interest).

3.5 IPO-Readiness & Institutionalization

- Progress against an agreed IPO-readiness roadmap (e.g., internal controls, documentation, audit readiness).
- Quality and reliability of metrics used in investor discussions and Board materials.

KPIs may be refined over time by the Board, after consultation with Executive.

4. ILLUSTRATIVE FIRST-YEAR MILESTONES

The following are example milestones; specific numbers and dates can be adjusted by the Board.

Quarter 1 (Q1) — Foundation & Governance

- Finalize multi-year strategy and Year-1 operating plan and budget.
- Implement baseline governance processes (Board schedules, committee charters, standard reporting).
- Complete corporate housekeeping and legal triage (cap table, stock documentation, key contracts).

Quarter 2 (Q2) — Capital & Team

- Execute on planned financing round or secure equivalent capital to achieve target runway.
- Fill key executive roles (e.g., permanent CTO/CPO/revenue leader, as applicable).
- Establish initial risk and compliance framework, including policies and training.

Quarter 3 (Q3) — Traction & Controls

- Achieve agreed traction milestones (e.g., paying customers, pilots, strategic partnerships).
- Implement or harden core financial and operational controls.
- Complete initial readiness assessment for institutional/Series A/B investors (data, documentation, metrics).

Quarter 4 (Q4) — Institutionalization & IPO-Trajectory

- Document and formalize annual strategic and budgeting processes.
- Implement enhanced governance and compliance elements needed for late-stage/private-to-public transition (e.g., independent directors roadmap, more formal committees).
- Produce an “IPO / Strategic Exit Readiness” memo summarizing current state, key gaps, and a multi-year plan.

5. FUNDING ROUND & IPO-READINESS MILESTONES

5.1 Seed / Series A

- Clear articulation of strategy, product/market thesis, and supporting data.
- Corporate, legal, and governance hygiene suitable for institutional seed/Series A investors.

5.2 Series B and Beyond

- Processes and controls commensurate with a scaled growth-stage technology company.
- Reliable, auditable metrics supporting investor and Board reporting.

5.3 IPO-Readiness Support

- Coordinate with CFO (when hired), external auditors, and counsel on disclosures, risk factors, governance, and control environment.
- Maintain documentation of key strategic and legal decisions suitable for diligence and regulatory review.

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.

5. OPTIONAL: REDLINE-STYLE RECOMMENDATIONS / IMPLEMENTATION NOTES

1. Fill Economic Terms.
 - Insert specific Base Salary, Target Bonus %, equity share numbers, and severance/COBRA months in the Executive Summary and Sections 5 & 11.
 - For a founder-CEO, investors often see 9–12 months of salary/COBRA as typical severance; you can calibrate to your own risk tolerance and investor feedback.
2. Align with Equity Plan & Founder Documents.
 - Ensure the reverse vesting, repurchase rights, and double-trigger acceleration in this Agreement are consistent with your stock purchase agreements, option plan, and investor documents.
3. Non-Compete Calibration.
 - Consider tailoring the non-compete's scope and geography to the most defensible jurisdictions and your actual competitive set. In some states, post-employment non-competes for employees are restricted or unenforceable; counsel can localize as needed.

4. Board Rights & Titles.
 - If your Board/stockholder agreements separately address Board seats, confirm that the Good Reason definition aligns with those documents (e.g., whether removal from a designated Board seat should or should not be Good Reason).
5. Arbitration Venue & Rules.
 - You can adjust the arbitration forum (e.g., JAMS vs. AAA) and city within Wyoming for practical convenience.
6. IPO-Readiness Detail.
 - As you get closer to a real IPO timeline, you may want to supplement Attachment B with a more formal SOX/internal controls roadmap and disclosure controls framework.








2026.01.11 JCB FOUNDER EMPLOYMENT CONTRACT

Final Audit Report

2026-01-13

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-  Document created by BOARD OF DIRECTORS (board@rwap.ai)
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