

FOUNDER EMPLOYMENT CONTRACT

1. EXECUTIVE SUMMARY TABLE

Term	Summary
Position	Chief Revenue Officer (“CRO”)
Employee	Saul Marc Kenton
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	External-facing revenue generation and business development, with emphasis on: (i) channel tech partners (platforms), (ii) universities, (iii) real estate clients, (iv) investors, and (v) institutional token buyers; building revenue pipeline, partners, clients, and revenue-generating projects
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 revenue and strategic KPIs approved by the Board
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 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 Plan and 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 83(b) election reminder. Reverse vesting shall not apply to founder stock already earned; only new restricted stock grants may be subject to reverse vesting. Repurchase price must be fair market value rather than cost.
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 not less than 12 months of Base Salary, plus payment of Company-portion of COBRA premiums for not less than 12 months, plus the equity acceleration described above, subject to release of claims, and 100% bonus target for the year of termination.

Term	Summary
Non-Compete	Up to 12-month post-employment non-compete (narrowly tailored to direct competitors and 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: weekly one-page async activity/accomplishment update; monthly deep-dive review; quarterly board-ready revenue package; real-time KPI dashboard access for founders (see Attachment B)
Key CRO KPIs (Illustrative)	New pipeline created, pipeline coverage vs. target (e.g., 3–5x), qualified opportunities, close rates across pipeline stages, ARR/MRR bookings, churn/NRR, partner-sourced pipeline and revenue
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, Inc., a Wyoming corporation (the “Company”), and Saul Marc Kenton (“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 Revenue Officer or is otherwise materially marginalized;
- (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 Revenue Officer. In that role, Executive is the senior executive responsible for the Company’s overall revenue strategy and all revenue-generating functions, including sales, business development, partnerships, and related aspects of marketing and customer lifecycle as may be agreed from time to time.

3.2 Reporting. Executive shall report to the Chief Executive Officer (the “CEO”); Executive will also report directly to the Board as requested, including through quarterly board-ready reporting packages.

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

(a) Revenue Strategy & Leadership. Developing and owning the Company’s integrated revenue strategy across channels, customer segments, and products, aligning sales, business development, and partner activities with Company objectives and Board-approved plans.

(b) External-Facing Business Development (as requested by Executive). Executive will focus his efforts and related tasks on external-facing business development and revenue generation, including:

- Creating, managing, and deepening business development relationships with channel tech partners (platforms);
- Establishing and scaling revenue-generating relationships with universities, real estate clients, investors, and institutional token buyers and other institutional purchasers of Company products or digital assets;
- Building a pipeline of income and revenue for the Company, including multi-party ecosystem projects, joint go-to-market initiatives, and innovative partnership structures;
- Identifying and structuring revenue-generating projects that leverage the Company’s technology and market positioning.

(c) Sales & Go-to-Market Execution. Designing and leading the Company's sales organization, processes, and playbooks; managing leadership for direct sales, channel/partner sales, and enterprise accounts as applicable.

(d) Partner & Channel Strategy. Identifying, negotiating, and managing strategic partnerships with platforms, universities, real estate groups, and other institutional partners to expand distribution and revenue, including structured revenue-sharing, reseller, and integration agreements.

(e) Revenue Operations & Forecasting. Establishing rigorous revenue operations (RevOps), pipeline management, and forecasting processes, including CRM discipline, stage definitions, and conversion tracking across the funnel.

(f) Cross-Functional Leadership. Collaborating with Product, Technology, Finance, Legal, and Operations to ensure that revenue strategy is aligned with product roadmap, compliance (including digital asset / token considerations), and the Company's capital and IPO strategy.

(g) Investor & Board Engagement. Presenting revenue strategy, progress, pipeline, and risks to the CEO and Board; supporting fundraising, strategic partnerships, and, as applicable, IPO-related investor communications.

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.

3.6 Reduction in Duties. Company shall not unilaterally reduce Executive's Duties without Good Cause. Executive shall not unilaterally reduce Executive's Duties without Good Reason. Company and Executive may reduce or modify Executive's Duties by mutual written consent.

4. PLACE OF EMPLOYMENT; TRAVEL

4.1 Location. Executive's principal place of employment shall be London, England, or such other location as mutually agreed. The Company expects that the role may include a flexible or hybrid remote component as appropriate for external-facing activities.

4.2 Travel. Executive understands that travel, including international travel, may be required to perform his duties, including travel to meet partners, investors, universities, real estate clients, and institutional buyers. Travel shall not exceed reasonable levels typical for CRO roles.

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 revenue and strategic 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. Vesting commencement date must be specified in writing and cannot be modified without Executive consent.

(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 the same schedule 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 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.

5.6 Reduction in Compensation. Company shall not unilaterally reduce Executive's Compensation without Good Cause. Executive shall not unilaterally reduce Executive's

duties without Good Reason. Company and Executive may reduce or modify Executive's compensation by mutual written consent.

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, 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.

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 revenue function consistent with high-growth startup and investor expectations, aligning sales, partnerships, and revenue strategy 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 activities and outcomes;
- (b) monthly deep-dive reviews with the CEO (and founders as applicable);
- (c) quarterly board-ready reporting packages; and
- (d) maintaining real-time executive dashboards that provide founders and the Board with ongoing visibility into pipeline, revenue, and key KPIs without intrusive oversight.

9.4 Performance Milestones. The Company and Executive shall collaborate to establish and update quarterly and annual revenue and partnership milestones (summarized in Attachment B), which may include targets relating to pipeline coverage, conversion rates, ARR/MRR, partner-sourced revenue, and key strategic relationships.

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 upon written notice. IN such event, Executive shall be entitled to the severance benefits described in Section 11.1.

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. Any termination of employment without good reason shall immediately terminate Executive's benefits and bonuses and incentives on the day of termination.

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 no less than 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 no less than 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.

The remedies in this Section 11.1 shall be Executive's sole and exclusive economic remedy for a termination Without Cause or resignation for Good Reason, except for any vested benefits and any rights relating to equity awards.

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.

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 14, 2026 08:40:18 GMT+7)
Name: Board of Directors
Title: RWAP TECHNOLOGIES INC

BOARD OF DIRECTORS

E-signed 2026-01-14 08:40AM GMT+7

board@rwap.ai

RWAP TECHNOLOGIES INC



EXECUTIVE:
Saul Marc Kenton

By: SAUL MARC KENTON
SAUL MARC KENTON (Jan 13, 2026 18:24:43 EST)
Name: SAUL MARC KENTON
Title: CHIEF REVENUE OFFICER

SAUL MARC KENTON

E-signed 2026-01-13 06:24PM EST

marc@rwap.ai

CHIEF REVENUE OFFICER



ATTACHMENT A

EXECUTIVE JOB DESCRIPTION — CHIEF REVENUE OFFICER (CRO)

Position: Chief Revenue Officer (CRO)

Reports To: Chief Executive Officer (CEO)

1. ROLE SUMMARY

The Chief Revenue Officer is the executive responsible for designing and leading the Company's revenue strategy and execution across all revenue-generating functions, including sales, business development, partnerships, and related aspects of marketing and customer lifecycle, with a focus on scalable and predictable growth.

For this Company, the CRO's role is heavily external-facing, emphasizing strategic relationships and institutional-grade revenue channels.

2. CORE RESPONSIBILITIES

2.1 Revenue Strategy & Planning

- Develop a cohesive multi-year revenue strategy aligned with the Company's product roadmap, capital plan, and IPO objectives.
- Segment target markets (e.g., universities, real estate clients, platforms, institutional investors, token buyers) and define tailored go-to-market approaches for each.
- Own the annual revenue plan, including targets for ARR/MRR, bookings, and partner-sourced revenue.

2.2 External-Facing Business Development (Founder-Requested Focus)

- Prioritize external-facing business development and revenue generation over internal bureaucracy.
- Identify, secure, and grow revenue-driving relationships with:
 - Channel tech partners and platforms (e.g., technology ecosystems, marketplaces, integration partners);
 - Universities and educational institutions for pilots, research partnerships, and scalable deployments;
 - Real estate clients (e.g., large owners, developers, or operators) that can adopt the Company's technology at scale;
 - Investors and institutional token buyers to support token-related products or structured revenue programs, consistent with legal and regulatory advice;
 - Other institutional partners capable of generating significant and repeatable revenue streams.
- Structure partnership models (rev-share, platform fees, licensing, joint ventures) and negotiate commercial terms.

2.3 Sales Leadership & Execution

- Design and oversee the sales organization (direct sales, partner sales, enterprise accounts) as the Company scales.
- Implement disciplined pipeline management, territory planning, and forecasting practices.
- Ensure consistent qualification criteria (e.g., ICP, BANT/MEDDIC) and clear stage definitions from lead to closed-won.

2.4 Marketing, Customer Lifecycle & Revenue Operations

- Collaborate with marketing to align demand generation with revenue targets, including campaigns aimed at universities, real estate, platforms, and institutional buyers.
- Oversee Revenue Operations (RevOps) to ensure clean data, CRM hygiene, accurate funnel metrics, and executive-grade dashboards.
- Align customer onboarding, account management, and customer success with upsell/cross-sell and retention objectives.

2.5 Analytics, Forecasting & KPI Management

- Establish and maintain a systematic, data-driven revenue review process, including:
 - New pipeline created;
 - Pipeline coverage vs. targets;
 - Stage-to-stage conversion rates across the funnel;
 - Win rates, deal cycle times, and forecast accuracy;
 - ARR/MRR, churn, and net revenue retention;
 - Partner-sourced pipeline and revenue.

2.6 Leadership, Culture & Talent

- Recruit, develop, and retain high-caliber revenue talent.
- Promote a culture of ownership, transparency, and ethical behavior consistent with the Company's values and code of conduct.
- Mentor emerging leaders within the revenue organization.

2.7 Investor, Board & External Stakeholder Engagement

- Prepare and deliver clear, concise, and data-backed updates to the CEO and Board on revenue performance, pipeline, partnerships, and risks.
- Support fundraising and investor relations by presenting the Company's revenue engine and growth story.
- Serve as a senior external face of the Company to key clients, partners, and institutional stakeholders.

2.8 Technology and Information Security Oversight

- Interim Head of Technology Security. Until such time as the Company appoints a dedicated internal technology/information security leader (e.g., a CISO or equivalent) or fully outsources the function to a qualified third-party provider, Executive shall serve as the executive owner and head of technology and information security for the Company at the leadership level. In this capacity, Executive is responsible for ensuring that appropriate security priorities, policies,

and controls are defined, adopted, and monitored, in coordination with the Company's technical leadership and advisors.

- Policy and Risk Oversight (Internal Phase). During the period in which technology security remains an internal function, Executive shall, in coordination with technical personnel and external advisors as needed:
 - Oversee the development, approval, and periodic review of the Company's information security policies and incident-response procedures;
 - Ensure that commercially reasonable security practices are implemented with respect to infrastructure, applications, data (including customer and partner data), and access controls; and
 - Escalate material security risks and incidents to the CEO and, where appropriate, the Board.
- Transition to Outsourced or Dedicated Security Function. If and when the Company outsources technology/information security to a third-party provider or appoints a dedicated internal security leader, Executive shall remain responsible for executive-level oversight of such function, including:
 - Participating in or overseeing the selection, onboarding, and periodic evaluation of the third-party provider or internal security leader;
 - Ensuring that contractual obligations, SLAs, and reporting obligations relating to security are clearly defined and monitored;
 - Receiving and reviewing periodic security reports, metrics, and incident summaries; and
 - Ensuring that any significant security risks, incidents, or remediation plans are timely communicated to the CEO and, where appropriate, the Board.
- Coordination and Limitations. Executive's role as head of technology security is intended to provide executive ownership and oversight, not to replace specialized technical, legal, or compliance expertise. Executive will coordinate with the Company's technical teams, outside vendors, legal counsel, and other advisors to ensure that technology and information security practices are commercially reasonable for the Company's stage, industry, and regulatory environment.

3. REQUIRED SKILLS & EXPERIENCE

- Significant leadership experience in high-growth technology or digital asset environments in senior revenue roles.
- Proven track record of building and scaling revenue organizations across direct and partner channels.
- Experience working with complex institutional counterparties (e.g., universities, real estate groups, funds, institutional token buyers).
- Deep familiarity with pipeline management, enterprise sales methodologies, and modern RevOps tooling.
- Strong negotiation, communication, and relationship-building skills with C-level stakeholders.
- Ability to operate at both strategic and hands-on levels in a startup environment.

ATTACHMENT B

ACCOUNTABILITY, REPORTING & MILESTONES FRAMEWORK

This framework is designed for founders who do not want to micromanage or monitor day-to-day activity, but who need clear, objective visibility into progress, risks, and outcomes.

1. PRINCIPLES

1. Focus on outcomes and metrics, not hours or activity tracking.
2. Use lightweight, scheduled reporting instead of ad-hoc status checks.
3. Provide self-service visibility via dashboards so founders can see the state of revenue at any time without interrupting the CRO.

2. REPORTING CADENCE

2.1 Weekly “One-Page Revenue 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 accomplishments from the prior week (e.g., key meetings, deals advanced, partnerships signed).
- Top 3 priorities for the coming week.
- Brief pipeline snapshot: notable new opportunities and stage movement.
- Any roadblocks where help from founders is requested.

This gives founders visibility while reinforcing Executive’s autonomy over how the work gets done.

2.2 Monthly Revenue & Pipeline Review

When: Once per month (60–90 minutes).

Audience: CEO, CRO; founders may join.

Content:

- Pipeline overview: total, by segment (platforms, universities, real estate, institutional token buyers, etc.).
- Stage-to-stage conversion and win rates.
- Bookings, ARR/MRR, and forecast vs. plan for the next 90 days.
- Partner & channel progress (new partners, activated partners, partner-sourced pipeline).
- Discussion of risks, competitive intelligence, and strategic adjustments.

2.3 Quarterly Board-Ready Revenue Package

When: Aligned with quarterly Board meetings.

Audience: Board of Directors, CEO, senior leadership.

Content:

- High-level revenue summary vs. plan (bookings, ARR/MRR, churn, NRR).
- Pipeline waterfall: starting pipeline, new pipeline, conversion, wins/losses.
- Segment breakdown (platforms, universities, real estate, institutional buyers, other strategic segments).
- Major partnership and enterprise deal updates.
- 12-month outlook and key assumptions.

Prepared primarily by the CRO, with support from RevOps/Finance, to support investor-grade governance and eventual IPO disclosure readiness.

2.4 Real-Time Executive Dashboards

- Maintain dashboards (via CRM/BI tools) that founders can access any time, showing:
 - Open pipeline by stage and segment;
 - Bookings and revenue trend;
 - Key conversion metrics and forecast.

No need for constant check-ins; founders can “self-serve” visibility.

3. KEY KPIs

Illustrative KPIs that the CRO will track and report:

1. New Qualified Pipeline Created (by month and quarter).
2. Pipeline Coverage Ratio (pipeline vs. target bookings, e.g., 3–5x).
3. Stage-to-Stage Conversion Rates across the funnel.
4. Win Rate and Average Sales Cycle Length.
5. ARR/MRR Bookings (new, expansion, and churn).
6. Net Revenue Retention (NRR) and Gross Revenue Retention.
7. Partner-Sourced Pipeline and Revenue (platforms, universities, real estate, institutional buyers).
8. Top 10 Strategic Accounts / Partners – status and next steps.

These KPIs can be refined over time based on the Company’s model.

4. ILLUSTRATIVE FIRST-YEAR MILESTONES

The following are example milestones; you can adjust numbers to fit your stage and model.

Quarter 1 (Q1) — Foundation

- Finalize revenue strategy, Ideal Customer Profiles, segmentation, and initial target lists.
- Implement or harden CRM and basic RevOps processes.
- Establish at least [●] active platform/tech partner discussions and [●] active institutional or university conversations.

Quarter 2 (Q2) — Pipeline Build

- Achieve pipeline coverage of \geq [●]x the next-quarter bookings target.
- Convert at least [●]% of qualified opportunities to proposal/negotiation stage.
- Sign at least [●] pilot or design-partner agreements (e.g., universities or real estate clients).

Quarter 3 (Q3) — Conversion & Scale

- Achieve first material bookings milestone (e.g., [●] in ARR/MRR).
- Launch at least [●] scalable revenue-generating projects with channel tech partners or institutional buyers.
- Demonstrate improved conversion rates at key funnel stages vs. prior quarter.

Quarter 4 (Q4) — Systematization & IPO Readiness

- Establish repeatable playbooks for at least two scalable channels (e.g., platform distribution and university/real estate partnerships).
- Achieve forecast accuracy within [●]% at 60 days.
- Produce a board-level “Revenue Readiness for IPO” memo addressing metrics quality, pipeline visibility, and institutional-grade governance.









2026.01.11 SMK FOUNDER EMPLOYMENT CONTRACT

Final Audit Report

2026-01-14

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