

February 11, 2020

Ben Hassler

**Re: At-Will Contract Employment with Mango Labs, Inc.**

Dear Ben:

On behalf of Mango Labs, Inc., dba Modern Basket (the “Company”), I am pleased to confirm your offer of employment in the unpaid part-time position of “business development consultant”, reporting to the CEO. This letter sets out the terms of your employment with Company, which started on November 1, 2019 (“Start Date”).

You agree that during your employment with Company you will perform your duties loyally and conscientiously, and to the full extent of your ability. You will not engage in any other employment, consulting or other business activity (whether full time or part-time) or take any other action that would create a conflict of interest with Company.

You shall devote the substantial portion of your entire business time, attention and energy exclusively to the business and affairs of the Company and its affiliates, as the business now exists and may evolve. You ordinarily shall devote less than 10 hours per week to your unpaid employment, and shall be present on Company premises or actively engaged in service to or on behalf of the Company during normal business hours Monday through Friday, excluding Company holidays and periods of vacation and sick leave.

As of the Start Date, you agreed to an unpaid position. Future additional adjustments in compensation, if any, will be made by Company in its sole and absolute discretion. This position is an exempt position, which means you are not eligible for and will not receive overtime pay.

As a regular contractor of the Company, you will not be eligible to participate in benefits consistent with other employees at your same level in accordance with Company’s then-current benefit plan requirements. You shall also not be entitled to paid vacation, holidays, and sick leave in accordance with Company’s policy. Our payroll, benefits, and other human resources services are currently administered by Zenpayroll, Inc., dba Gusto, although that and Company’s benefit plans may change in Company’s discretion from time to time in accordance with applicable laws.

Reimbursable expenses incurred by you as an employee of the Company must be reasonable and shall be submitted on an expense report with appropriate receipts for reimbursement. Any expenses or expenditures above \$0.00 must be pre-approved by us in order to be reimbursable.

Company would like you to be a part of its financial success. Bonuses, if any, are discretionary and may take into account the financial health of Company (including achievement of its profitability goals) and your individual performance. In order to be eligible for any bonus, you must have joined

Company as a regular full-time employee prior to the commencement of Q1 of this year and be an active employee on the day bonuses are paid.

As a Company contractor, you will be expected to comply with Company rules and policies which it may establish from time to time in its discretion.

As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in the United States, including but not limited to you completing and signing the Immigration and Naturalization Service Employment Eligibility Verification Form I-9.

All forms of compensation referred to in this letter are subject to reduction to reflect applicable withholding, payroll taxes and other deductions required by law. You are encouraged to obtain your own tax advice regarding your compensation by Company. You agree that Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and expressly waive any claim you might make against Company related to tax liabilities arising from your compensation.

This is not an employment contract. Your employment with Company is at-will, which means that you may resign at any time for any reason. Similarly, Company may terminate the employment relationship at any time for any reason, with or without prior notice. You are also eligible to further participate in the Plan. Notwithstanding any contrary statement or agreement, this at-will employment relationship can only be changed in writing that expressly refers to changing your at-will employment relationship, and is signed by authorized representatives of both you and Company.

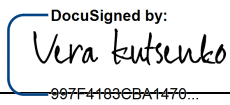
This offer is contingent upon you: 1) signing Company's standard form of the At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement (a copy of which is enclosed); 2) timely providing Company with appropriate documents establishing your identity and right to work in the United States (which has been done); and 3) consenting to a background check and drug screening that produces results satisfactory to Company.

This letter and the Employee Confidential Information and Proprietary Rights Assignment Agreement, the Plan, the Agreement, and Company's policies referred to above constitute the entire agreement between you and Company regarding the terms and conditions of your employment, and supersede all negotiations, representations or agreements, whether prior or contemporaneous, written or oral, between you and Company on this subject.

Ben, we look forward to continuing to work with you at Company. Please sign and date this letter on the spaces provided below to acknowledge your acceptance of Company's offer on the terms set forth in this letter. Please also sign and date the At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement, and return both it and this letter to me.

Sincerely,

Mango Labs, Inc.

By:    
 Vera Kutsenko

CEO

Encl.: At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement

I agree to and accept employment with Mango Labs, Inc., on the terms and conditions set forth in this letter.

2/11/2020

Date: \_\_\_\_\_

By: \_\_\_\_\_

DocuSigned by:

*Ben Hassler*

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Ben Hassler