**EMPLOYMENT CONTRACT**

This employment agreement (“Agreement”) is made and effective as of December 8th, 2025 by and between:

**EMPLOYER**

MoneyFlap Digital Labs, Inc., (“Employer”) with a mailing address of 254 Chapman Road, Ste 208 #16275, Newark, DE 19702

|  |  |
| --- | --- |
|  | |
| **Signature** | Date: December 8th, 2025 |
| Legal Name: Mamadou Diallo | Title: CEO & Co-Founder |

**EMPLOYEE**

Don Zhang

, (“Employee”) with a mailing address of 2485 Broadway, W 414 Vancouver, BC, Canada

|  |  |
| --- | --- |
| *signature* | |
| **Signature** | Date: December 11th, 2025 |
| Legal Name: Don Zhang | |

## **RECITALS**

WHEREAS, the Employer desires to engage the Engineer initially as a Founding Engineer and subsequently as a full-time employee following a financing event; and  
 WHEREAS, the Engineer desires to provide services to the Employer under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree as follows:

## **1. GENERAL DUTIES**

The Engineer agrees to:

* Perform assigned duties with professionalism, diligence, and skill;
* Act at all times in the Employer’s best interests;
* Comply with all Employer policies, procedures, and standards;
* Maintain confidentiality and adhere to applicable laws;
* Collaborate effectively with the Employer’s global team;
* Participate in planning, technical discussions, and reviews;
* Deliver work reliably, on schedule, and with high quality;
* Maintain a secure, reliable remote work environment.

These duties apply during both the Founding Engineer Phase and the Employee Phase.

## **2. ROLE-SPECIFIC DUTIES**

### **2A. Senior Backend Engineer Duties**

The Engineer shall:

* Architect and maintain backend services and APIs;
* Build scalable, distributed, highly available systems;
* Integrate banking APIs, mobile money providers, and stablecoin rails;
* Manage relational databases (PostgreSQL/MySQL);
* Implement event-driven systems and microservices;
* Write clean, reliable, well-tested backend code;
* Monitor and optimize cloud infrastructure.

## **3. FOUNDING ENGINEER PHASE (PRE-FINANCING)**

Until the Employer raises **$250,000 USD** or achieves commercial launch (“Financing Event”):

* The Engineer serves as a **Founding Engineer**;
* Compensation is **equity-only** (Section 10);
* The Engineer is **not** an employee for tax or labor purposes;
* Work may be performed part-time, full-time, or flexibly.

This phase is voluntary and mutually agreed.

## **4. TRANSITION TO EMPLOYEE STATUS**

Upon the Financing Event:

* The Engineer transitions to **full-time employee** status;
* Cash compensation and benefits begin;
* Employment is **at-will**.

## **5. TERMINATION**

### **5.1 Engineer’s Termination**

Engineer may terminate this Agreement with **seven (7) days’ email notice**.  
 If employed at the time, Engineer receives **one (1) week of salary** as severance.  
 No severance applies during the Founding Engineer Phase.

### **5.2 Employer’s Termination**

Employer may terminate with **seven (7) days’ email notice**.  
 If employed at the time, Engineer receives **one (1) week of salary** as severance.

## **6. COMPENSATION (POST-FINANCING)**

### **6.1 Initial Salary**

Upon the Financing Event, salary begins at:  
 **$3,333.33 per month ($40,000 per year)**, subject to applicable deductions.

### **6.2 Salary Range**

General salary range for senior engineers: **$40,000 – $110,000 USD per year**.

### **6.3 Compensation Review**

Salary will be reviewed when:

* The Company has operated **6–18 months** post-launch, or
* The Company raises **$2,000,000 USD** or more.  
   Adjustments may be made toward **market rate**. No salary cap applies.

## **7. PERFORMANCE INCENTIVES**

The Engineer may receive:

* Performance-based commissions;
* Discretionary bonuses.  
   Amounts depend on performance and available Company resources.

## **8. BENEFITS (POST-FINANCING)**

Upon becoming a full-time employee, the Engineer becomes eligible for:

* Medical insurance;
* Home office allowance;
* Airtime/data top-ups;
* Paid vacation and personal leave;
* Flexible PTO;
* Any additional benefits adopted by the Employer.

## **9. WORK EXPECTATIONS**

The Engineer shall:

* Deliver work on schedule;
* Attend required remote meetings;
* Communicate professionally and promptly;
* Maintain availability during agreed working hours;
* Maintain secure remote work equipment and connectivity.

More than **five (5)** failures to meet expectations in a 12-month period may result in termination.

## **10. EXPENSE REIMBURSEMENT**

The Employer reimburses pre-approved business expenses:

* Food during business travel (up to $300/month);
* Lodging during travel (up to $500/quarter);
* Travel (up to $1,500/year, plus additional pre-approved travel).

Here is the revised, concise clause:

### **Equity Allocation**

The Employee shall receive an equity grant within the range of **0.15%–0.4%**, with the final percentage determined based on performance. Equity vests over **4 years with a 1-year cliff** (25% at 12 months, then monthly thereafter).  
 Vesting begins on the Employee’s official start date, including any part-time period prior to salary activation.

## **11. TRIAL PERIOD**

The first **fourteen (14) days** of paid employment constitute the Trial Period.  
 During this period:

* Benefits do not apply except as required by law;
* No leave accrues.

## **12. VACATION & PERSONAL LEAVE**

### **12.1 Vacation**

Engineer receives **26 days of paid vacation per year**, non-cumulative.

### **12.2 Personal Leave**

Engineer receives **10 days of paid personal leave per year**, non-cumulative.

## **13. HOLIDAYS**

Engineer receives **11 Company-recognized holidays** annually.

## **14. CONFIDENTIALITY**

Engineer shall not disclose or use any Confidential Information during employment or for **four (4) years** following termination, or the maximum period permitted by law.

## **15. NON-SOLICITATION & IP PROTECTION**

### **15.1 Non-Solicitation (Employees)**

Engineer shall not solicit or hire Employer staff for **12 months** following termination.

### **15.2 Non-Solicitation (Clients/Partners)**

Engineer shall not solicit customers, clients, vendors, or partners with whom the Engineer interacted for **12 months** following termination.

### **15.3 IP Ownership**

All inventions, code, designs, and work product created for the Employer are the Employer’s exclusive property.

### **15.4 No Misuse of IP**

Engineer may not use Employer IP to benefit any competing product or service.

## **16. INVENTION ASSIGNMENT AGREEMENT**

### **16.1 Assignment**

Engineer assigns to the Employer all rights to inventions, software, documentation, and work product created for the Employer.

### **16.2 Further Assurances**

Engineer shall sign documents needed to perfect the Employer’s ownership rights.

### **16.3 Moral Rights Waiver**

Engineer waives all moral rights to the fullest extent permitted by law.

## **17. DISABILITY**

If the Engineer becomes unable to perform essential duties, Employer may terminate with **ten (10) days’ notice**, subject to applicable accommodation laws.

## **18. COMPLIANCE**

Engineer must comply with all Company policies and applicable laws.  
 Violation may result in termination.

## **19. RETURN OF PROPERTY**

Upon termination, the Engineer must immediately return all Employer property, including devices, credentials, and data.

## **20. NOTICES (EMAIL ONLY)**

All notices under this Agreement shall be delivered **by email**, deemed received on the date sent unless a failure notice is received.

**Employer Email:** legal@moneyflap.com  
 **Engineer Email:** don.zhang0605@gmail.com

Either party may update their notice email by sending an email to the other party.

Email is the **sole legally recognized method** of notice.

## **21. AMENDMENTS**

Any amendment must be in writing and signed by both parties.

## **22. SEVERABILITY**

If any provision is unenforceable, the remaining provisions remain in effect.

## **23. WAIVER**

Failure to enforce any provision does not waive future enforcement.

## **24. GOVERNING LAW**

This Agreement is governed by the laws of the State of Delaware.

## **25. DATA & SECURITY OBLIGATIONS**

25.1 **Compliance With Security Policies** Engineer shall comply with all Employer data protection, information security, access control, and privacy policies.

25.2 **Handling of Sensitive Data** Engineer shall access, store, and process Confidential Information, financial data, credentials, and user data only via Employer-approved systems.

25.3 **Security Requirements** Engineer shall:

* Maintain secure devices with updated OS and patches;
* Use strong authentication and approved password managers;
* Protect all secrets, API keys, and credentials;
* Report suspected security incidents immediately.

25.4 **Prohibited Actions** Engineer shall not copy, export, or store production data or credentials on personal devices or external systems unless explicitly authorized.

25.5 **Post-Termination Requirements** Engineer shall immediately cease system access and delete any locally stored Employer data, confirming compliance in writing.

25.6 **Survival** These obligations survive termination indefinitely.

## **26. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements relating to the subject matter herein.