

# EMPLOYMENT CONTRACT

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**Date:** December 1, 2025

**Between:**

**Moonless Night LTD**

VAT Number: 515669885

Address: Yehuda Hamaccabi 11A, Herzliya, Israel 4676248

Represented by: Tomer Nahumi, CEO

ID Number (T.Z.): 300509205

(Hereinafter referred to as the "**Employer**" or the "**Company**")

**AND**

**Donald Lee Rough**

ID Number (T.Z.): [\_\_\_\_\_]

Address: 19 Yitzhak Shamir, Beer Yaakov, Israel

(Hereinafter referred to as the "**Employee**")

**WHEREAS** the Company wishes to employ the Employee, and the Employee wishes to be employed by the Company, under the terms and conditions set forth herein;

**NOW, THEREFORE**, the parties agree as follows:

**1. Position and Responsibilities**

1.1. The Employee shall be employed in the position of **Chief Revenue Officer (CRO)**.

1.2. The Employee's main responsibilities shall include, but not be limited to:

- Partner management
- Sales activities and strategy
- Marketing activities and initiatives

1.3. The Employee shall report directly to the CEO and Board of Directors.

## 2. Commencement and Term of Employment

2.1. The employment shall commence on **December 1, 2025**.

2.2. This Agreement is for an indefinite period and shall remain in effect until terminated by either party in accordance with Section 12 below.

2.3. There shall be no probationary period.

2.4. **Minimum Commitment Period:** The first 3 (three) months of employment, from December 1, 2025 through February 28, 2026 (the "Minimum Commitment Period"), shall be subject to the following conditions:

- If the Employee voluntarily resigns during the Minimum Commitment Period, or is terminated for cause under Section 12.4, the Employee shall be required to repay to the Company the onboarding and training allowance (5,000 NIS per month) received during the employment period;
- Additionally, all bonus payments (as defined in Section 5) received during or related to the Minimum Commitment Period shall be forfeited and must be returned to the Company in full.

2.5. **Exceptions:** The repayment obligations under Section 2.4 shall not apply if the Employee's resignation is due to circumstances beyond the Employee's reasonable control, including but not limited to: (a) serious illness or medical condition of the Employee or an immediate family member requiring the Employee's care; (b) death of an immediate family member; (c) relocation of the Employee's spouse due to employment; or (d) other extenuating circumstances as determined by the Company in its sole discretion. The Employee must provide reasonable documentation to support any such claim.

2.6. The repayment obligations under Section 2.4 may be offset by the Company against any final payments owed to the Employee.

## 3. Working Hours and Location

3.1. The Employee shall be employed on a full-time basis.

3.2. Standard working hours shall be 8 (eight) hours per workday, Sunday through Thursday.

3.3. The work arrangement shall be hybrid, combining remote work and work from the Company's offices as required.

## 4. Salary and Payment

4.1. The Employee shall receive a gross monthly salary of **20,000 NIS (Twenty Thousand New Israeli Shekels)** (the "Base Salary"), comprised of:

- Base compensation: 15,000 NIS
- Onboarding and training allowance: 5,000 NIS

4.2. The salary shall be paid no later than the 9th day of each calendar month for the preceding month's work.

4.3. All payments shall be subject to applicable tax deductions and withholdings as required by Israeli law.

## 5. Monthly Bonus

5.1. The Employee shall be entitled to receive a monthly bonus equal to **7% (seven percent)** of the Company's final Net Income as reported to the Company's accountant for the preceding month.

**5.2. Payment Schedule:** The bonus shall be paid retroactively with a one-month delay. For example, the bonus calculated on December's Net Income shall be included in February's paycheck.

5.3. For purposes of this Agreement, "Net Income" shall be defined as the final net profit remaining after deduction of all Company expenses, including but not limited to salaries, pension contributions, employee benefits, operational costs, and all other business expenses, as reported to the Company's accountant (the "Net Income").

**5.4. Loss Carry-Forward:** In any month where the Company operates at a loss, no bonus shall be payable. Furthermore, any losses incurred shall be carried forward and accumulated. The accumulated losses must be fully offset by subsequent months' profits before any bonus becomes payable again. The bonus shall only be calculated on Net Income that exceeds the accumulated loss balance.

**5.5. Example:** If January shows a loss of 10,000 NIS and February shows a profit of 15,000 NIS, the February bonus shall be calculated on 5,000 NIS (15,000 - 10,000 = 5,000 NIS net after offsetting losses).

## 6. Equity Purchase Option

6.1. The Employee shall have the option to purchase equity in the Company under the following terms:

**6.2. Purchase Price:** The Employee may purchase equity at a rate of **\$5,000 USD (Five Thousand US Dollars) of Company Net Income for 1% (one percent) equity** in the Company.

**6.3. Exercise Period:** This equity purchase option shall be available for a period of **36 (thirty-six) months** from the Commencement Date. The Employee is immediately eligible to exercise this option upon commencement of employment.

**6.4. Maximum Equity:** The maximum total equity the Employee may acquire through this option is **50% (fifty percent)** of the Company.

**6.5. Rate Adjustment:** After the initial 36-month period, a new equity purchase rate shall be proposed and agreed upon by the parties.

**6.6. Accumulated Loss Restriction:** The Employee may NOT exercise the equity purchase option during any period in which the Company has accumulated losses that have not yet been offset by subsequent profits. Equity purchases may only be made when the Company's cumulative profit/loss balance (as described in Section 5.4) is positive.

**6.7. Termination of Employment:** In the event the Employee's employment is terminated for any reason before the end of the 36-month period:

- Any equity already purchased by the Employee shall be retained by the Employee;
- The Employee's right to purchase additional equity under this Agreement shall immediately cease.

## **7. Financial Transparency**

7.1. The Employee shall be entitled to full transparency regarding all Company accounting books, financial records, and procedures.

7.2. The Company shall provide the Employee with access to view the total Net Income of the Company at the end of each month and each quarter.

7.3. The Employee may request and review financial documentation as reasonably necessary to verify Net Income calculations for bonus and equity purchase purposes.

## **8. Social Benefits**

8.1. **Pension:** The Company shall contribute to a pension fund on behalf of the Employee in accordance with the statutory minimum requirements under Israeli law:

- Employee contribution: 6.5% of Base Salary
- Employer contribution: 6.5% of Base Salary
- Severance contribution: 8.33% of Base Salary

**8.2. Annual Leave:** The Employee shall be entitled to 1 (one) vacation day per month of employment (12 days per year), to be taken at times mutually agreed upon with the Company.

**8.3. Sick Leave:** The Employee shall be entitled to sick leave in accordance with the statutory requirements under Israeli law (Sick Pay Law, 1976).

**8.4. Other Benefits:** The Employee shall be entitled to all other standard social benefits as mandated by Israeli labor law, including but not limited to recuperation pay (Dmei Havra'a), holiday pay, and any other statutory entitlements.

## **9. Confidentiality**

9.1. The Employee acknowledges that during the course of employment, the Employee will have access to and become acquainted with confidential and proprietary information belonging to the Company ("Confidential Information").

9.2. Confidential Information includes, but is not limited to: business plans, financial information, customer lists, partner information, marketing strategies, technical data, trade secrets, product information, and any other information not generally known to the public.

9.3. The Employee agrees to:

- Maintain strict confidentiality of all Confidential Information;
- Not disclose Confidential Information to any third party without prior written consent from the Company;
- Use Confidential Information solely for the purpose of performing duties under this Agreement;
- Return all Confidential Information and Company property upon termination of employment.

9.4. This confidentiality obligation shall survive the termination of this Agreement indefinitely.

## **10. Intellectual Property**

10.1. Any and all intellectual property, inventions, developments, discoveries, improvements, designs, works, materials, and creations of any kind made, conceived, or developed by the Employee during the course of employment, whether during or outside of working hours, that relate to the Company's business or result from the use of Company resources, shall be the sole and exclusive property of the Company ("Company IP").

10.2. The Employee hereby assigns to the Company all rights, title, and interest in and to any Company IP.

10.3. The Employee agrees to assist the Company, at the Company's expense, in obtaining and enforcing patents, copyrights, and other intellectual property protections for Company IP.

## 11. Outside Employment and Activities

11.1. The Employee shall devote their full professional time, attention, and effort to the performance of their duties under this Agreement.

11.2. **Prior Authorization Required:** The Employee shall NOT engage in any additional paid work, employment, consulting, freelance activities, or any other form of compensated work for any third party without obtaining prior written authorization from the Company.

11.3. **Consequences of Violation:** Any breach of Section 11.2 shall constitute a material breach of this Agreement and shall result in:

- Immediate termination of employment without notice;
- Complete forfeiture of all equity purchased or acquired by the Employee under Section 6, which shall revert to the Company without compensation;
- Loss of all rights to purchase additional equity under this Agreement.

11.4. The Employee acknowledges that this clause is essential to protect the Company's interests and that the consequences outlined above are reasonable and proportionate.

## 12. Contract Period and Termination

12.1. This Agreement shall come into effect upon the Start of Work Date and is for an unlimited period of time.

12.2. Each party shall be permitted to terminate this engagement at any time with **10 (ten) business days** advance written notice to the other party.

12.3. During the advance notice period, the Employee shall continue with their work and pass on their duties to whoever is decided upon by the Company according to its instructions in an organized manner and to the Company's satisfaction. At the same time, the Company may waive the Employee's services during the advance notice period, in whole or in part, so long as the Employee is compensated for the advance notice for the entire advance notice period.

12.4. **Termination Under Severe Circumstances:** Without detracting from the Company's rights in accordance with this Agreement or in accordance with the law, the Company may terminate this Agreement and dismiss the Employee

immediately with no advance notice and/or pay for the advance notice period and in certain cases without severance pay in one of the following cases:

- The Employee has been convicted of a criminal violation; or
- The Employee has betrayed the Company's trust; or
- The Employee has behaved in a manner not appropriate to their position and duties at the Company, in such a manner that may harm the Company or its business; or
- The Employee has acted in a manner granting the Company the right to terminate their employment in accordance with the law and without paying severance pay; or
- The Employee has breached Section 11 (Outside Employment and Activities) of this Agreement.

**12.5. Upon Conclusion of Employment:** At the conclusion of work at the Company, for whatever reason, before the Company releases the balance of the money owed to the Employee, the Employee shall act as follows:

- Hand over to the Company all documents, disks or any other digital media, letters, records, reports and any other documents in their possession connected to their work at the Company and/or its activity, as well as any other Company equipment and/or property placed at their disposal;
- Delete in conjunction with the Company all knowledge connected to the Company or its business, found on any personal computer in their possession, if such knowledge exists;
- Carry out their retirement in coordination with their superiors, including an organized transfer of duties according to a reasonable timetable set by their superiors and transfer in an organized manner and in accordance with Company procedures their position, their documents and all matters they have been handling to whoever the Company instructs them to.

12.6. In any case in which the Employee fails to comply with that stated in Section 12.5, the Company shall be entitled to offset any damage caused to it from the sums owed for the Employee's retirement.

12.7. Upon termination, all provisions regarding Confidentiality (Section 9), Intellectual Property (Section 10), and equity ownership (Section 6.7) shall survive, except in cases of termination under Section 11.3 where equity forfeiture applies.

## **13. General Provisions**

**13.1. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Israel.

**13.2. Jurisdiction:** Any disputes arising from or relating to this Agreement shall be subject to the exclusive jurisdiction of the competent courts in Israel.

**13.3. Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements relating to the subject matter hereof.

**13.4. Amendments:** Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

**13.5. Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**13.6. Waiver:** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that party's right to enforce such provision in the future.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

**For the Employer:**

Moonless Night LTD

**The Employee:**

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Name: Tomer Nahumi

Title: CEO

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

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Name: Donald Lee Rough

ID: [\_\_\_\_\_]

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