



## EMPLOYMENT AGREEMENT

This employment agreement (hereinafter, the “**Agreement**”) is entered into on **01 November 2022** (hereinafter, the “**Effective Date**”) by and between Streamline Studios Malaysia Sdn. Bhd. (hereinafter, “**Streamline**”) a company with address: Suite 5-1, Level 5, UOA Corporate Tower, Avenue 10, The Vertical, Bangsar South City, No.8, Jalan Kerinchi, 59200, Kuala Lumpur, Malaysia and **Mohamad Faris Hakim bin Yusoff**, an individual with address \_\_\_\_\_, (hereinafter, “**Employee**”).

Streamline and Employee will hereinafter jointly be referred to as “parties” or individually as a “party”.

### ***Recitals***

**The recitals hereunder are true, accurate and complete and are incorporated in this Agreement by this reference.**

### **WHEREAS:**

Streamline and the employee have signed a previous agreement on **01 November 2021**.

Streamline is in the business of game development services and digital content creation consisting of design, concept, development, integration, quality assurance, quality control and engineering. Further, Streamline is the developer of a production management tool called Streamframe which is tailored to the video games industry.

Employee has been given the opportunity to read the Studio Handbook, which will also be available on BambooHR. Employee has signed the acknowledgment of the receipt of the Studio Handbook. The Studio Handbook is incorporated into this Agreement by this reference.

Streamline desires to retain Employee as an **Senior Game Programmer**, under **Streamframe\_Division** and have Employee perform the responsibilities outlined in Appendix A. Employee has the expertise and skills to perform the assigned responsibilities.

Streamline desires to have Employee perform, and Employee agrees to perform, the assigned responsibilities referenced in this Agreement and bound to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, Streamline and Employee severally and jointly agree as follows:

### **1. Additional Terms.**

- 1.1. Studio Handbook. Further terms of employment with Streamline are set out in the Studio Handbook. The terms and conditions expressly stipulated therein form essential terms and conditions of employment with Streamline. Streamline reserves the right to amend the Studio Handbook at any time at its sole discretion.



- 1.2. Policies and memoranda. Policies or memoranda whether existing or introduced in the future form valid and binding terms of employment and are incorporated into this Agreement by this reference.
  - 1.3. Interpretation. In the event, any provision in this Agreement is inconsistent with the terms provided under the Studio Handbook, an issued policy or memorandum, the terms contained in the Studio Handbook, policy or memorandum respectively shall automatically be deemed as the prevailing terms unless otherwise provided.
2. Services. Streamline hereby engages Employee to perform the responsibilities in accordance with the specifications (and if applicable milestones) issued by Streamline as well as agreed targets.
3. Remuneration. Employee's annual gross salary will be **MYR 84,000.00** which equates to gross monthly salary of **MYR 7,000.00**.
  - 3.1. Other benefits: At the discretion of the management Employee will be provided standard employment benefits during the course of his employment with Streamline. Such benefits may be subject to changes from time to time and shall be communicated to Employee through the Studio Handbook, additional policies or memoranda.
  - 3.2. Discharge of Further Payments. The payments as provided under this Agreement is the total amount due to Employee and constitutes full and complete restitution for the performed duties, ownership rights, and other intellectual property rights pertaining thereto, which are hereby assigned and transferred to Streamline. There is no entitlement, now or in the future, to royalty or subsequent payment for the performed duties due to Employee.
4. Term and Termination.
  - 4.1. Term. The term of this Agreement will commence on **the Effective Date** and shall expire on **31 October 2023**.
  - 4.2. Termination for Convenience. Streamline or Employee may terminate this Agreement for convenience. Streamline or Employee shall give a written notice as stipulated in the Studio Handbook. In either case, Employee is obliged to finalize the performance of his duties, take care of a proper hand-over which may include training his replacement, returning all equipment, software and materials belonging to Streamline. Employee may refer to the Studio Handbook for further clarification.
  - 4.3. Termination for Breach. If Employee is found guilty of committing an act of misconduct or breach warranting dismissal, such termination shall be without notice and compensation.
  - 4.4. Equitable Relief. Employee acknowledges that the performance of its obligations hereunder and the rights and licenses assigned to Streamline hereunder are of a unique, unusual, extraordinary and intellectual character which gives them a special value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, that a material breach by Employee of this Agreement will cause Streamline great and



irreparable injury and damage and, therefore, that Streamline will be entitled to injunctive relief to prevent such injury or damage.

5. Ownership. Employee hereby sells, grants and assigns to Streamline without reservation all Employee's rights, title and interest in and to such works, ideas, concepts, copyrightable materials, trademarks, patents, inventions, developments, improvements and any work that Employee might solely or jointly create within the scope of and during the period of his employment with Streamline ("**Intellectual Works**"). Employee further acknowledges that all the Intellectual Works produced during his employment shall be the property of Streamline, who shall be deemed to be the creator thereof, this includes concepts, drafts and final results. Streamline shall have the sole and unrestricted right to use the Intellectual Works in any way it sees fit.
  - 5.1. Disclosure to Company. Employee must immediately disclose all work, ideas, concepts, designs, inventions, developments and improvements which arise during the period of employment, whether made or conceived alone or with others - which are either a) relating to or in connection with Streamline's direct or indirect commercial interest; b) are made during the course of his employment; or c) are made with use of any of Streamline's time, materials or facilities.
  - 5.2. Execution of Documents. If requested by Streamline, Employee shall cooperate with Streamline, at Streamline's expense, in obtaining patent, copyright, trademark or other statutory protections for the results produced during the performance of Employee's duties anywhere, worldwide, and in taking any enforcement action, including any public or private prosecution, to protect intellectual property rights in or to these results. Employee hereby grants Streamline the exclusive right, and appoints Streamline as attorney-in-fact, to execute or file objection to any application for registration or recordation of any copyright, trademark, patent or other right therein and to undertake any enforcement action or prosecute infringement. Employee will execute such other documents of registration and recordation as may be necessary to perfect in Streamline, or protect, the rights assigned to Streamline hereunder in each country in which Streamline reasonably determines such action to be prudent.
  - 5.3. Moral Rights. Employee hereby waives, to the fullest extent of the law, any and all moral rights and shall not assert any right to claim authorship of the Intellectual Works, without regard to approved or rejected, nor assert any claim to proceeds of the Intellectual Works, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any work, whether or not such commercialization of the work would be prejudicial to Employee's honor or reputation, and any similar rights existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is referred to as a moral rights. Employee hereby irrevocably transfers and assigns to Streamline any and all moral rights that Employee may have or may derive from the Intellectual Works, even after termination of this Agreement.
6. Conflict of Interest. Employee shall not, except with the specific approval of Streamline, undertake other work for remuneration, or volunteer work, which would constitute a conflict of interest with the business of Streamline.



7. Employee's Representations. Employee makes the following representations and warranties to Streamline:

- 7.1. Other than content and materials furnished by Streamline or Streamline's third-party contractors, each of the performed services will be solely the original work of Employee and will not infringe upon any patent, copyright, trade secret or other proprietary rights of others;
- 7.2. Employee will perform his duties personally and is therefore the sole and exclusive owner of any results thereof, subject only to the rights herein assigned to Streamline;
- 7.3. Employee has full power to enter into this Agreement, to carry out Employee's obligations hereunder and to grant the rights herein granted to Streamline.

8. Indemnity.

- 8.1. Employee shall indemnify and hold harmless Streamline, its officers, directors, employees, agents and representatives from and against any and all damages, costs, judgments, penalties and expenses of any kind (including reasonable legal fees and disbursements) which may be obtained against, imposed upon or suffered by any of them as a result of any information or material supplied by Employee to Streamline in connection with this Agreement, or the breach by Employee of any of Employee's representations or warranties under this Agreement.
- 8.2. Streamline shall indemnify and hold harmless Employee, from and against any and all damages, costs, judgments, penalties and expenses of any kind (including reasonable legal fees and disbursements) which may be obtained against, imposed upon or suffered by Employee as a result of any information or material supplied by Streamline in connection with this Agreement.
- 8.3. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LOSS OF ANTICIPATED PROFITS ARISING FROM ANY BREACH OF THIS AGREEMENT BY SUCH PARTY, EVEN IF SUCH PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

9. General Provisions.

- 9.1. Annual leave: Employee is entitled to what is stipulated in the Studio Handbook.
- 9.2. Amendment. No amendment or modification of this Agreement will be made except by an instrument in writing signed by both parties.
- 9.3. Force Majeure. Neither party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of material or supplies or any other cause reasonably beyond the control of such party (hereinafter "**Force Majeure**"), provided that such party gives the other party written notice thereof promptly and, in any event, within two (2) business days of discovery



thereof, and uses its diligent, good faith efforts to cure the breach or default. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure but not longer than three (3) months. During this period, the Employee shall only be entitled to salary for the actual work performed. In the event the time for performance or cure exceeds three (3) months, the Company reserves the right to terminate this Agreement without further notice.

- 9.4. Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of Malaysia. The parties irrevocably submit to the exclusive jurisdiction of the courts of Kuala Lumpur, Malaysia and waive any objection on the grounds of venue or forum of convenience or any similar ground.
- 9.5. Severability/Surviving Terms. Should any provision of this Agreement be held to be void, invalid or inoperative, such provision will be enforced to the extent permissible and the remaining provisions of this Agreement will not be affected. The provisions of Sections 4.4, 5, 7, 8, 9.4, 9.5 and all provisions that logically ought to survive termination of this Agreement shall survive.
- 9.6. Notices. Any notice required or permitted to be sent hereunder will be given by hand delivery, by registered, express or certified mail, return receipt requested, postage prepaid, or by private express courier, electronic mail or by facsimile to either party at the address listed above, or to such other addresses of which either party may so notify the other.
- 9.7. Attorneys' Fees. In any suit, arbitration or other proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including all fees and costs of appeal and enforcement.
- 9.8. Complete Agreement. This Agreement includes Appendix A, Studio Handbook, addendum, policy or memorandum issued by Streamline which is incorporated into this Agreement by this reference, and constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, correspondence and agreements with respect to the same subject matter between the parties.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**STREAMLINE STUDIOS MALAYSIA SDN BHD**

**MOHAMAD FARIS HAKIMIN BIN YUSOFF**

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



## EMPLOYMENT AGREEMENT – APPENDIX A

Dated, **01 November 2022**

by and between Streamline and Employee  
**Mohamad Faris Hakimin bin Yusoff**

### Description

The Senior Game Programmer would be a self-motivated, energetic team player and has proven experience in game systems like AI and multiplayer. At Streamline Studios, you will enjoy an opportunity to shape the technologies and features of our games while working with other talented Programmers, Designers and Artists in a fun and dynamic environment.

### Duties and Responsibilities

#### Delivering excellence

- Implement new features and improve existing systems for our games.
- Provide technical knowledge to help develop cutting-edge technologies for use in our games and help further improve our internal workflow practices.
- Write clear, functional and maintainable code according to the game design documentation, adhering to programming standards set.
- Assist in the creation and update of code and system documentation, help to peer review technical designs and code of fellow programmers.

#### Communication

- Work closely with designers, artists, QA, and other engineers to ensure a great player experience.
- Keep the Lead Programmer and Producer up to date regarding status of tasks at all times.

#### Team and personal development

- Support the development of cutting-edge technologies for use in our games and improvement of workflow practices.
- Be open and work with constructive criticism, direction and changes.
- Consistently refine one's own programming abilities and learn new software packages and in-house tools as well as share new knowledge amongst the team.



Bank Account Details

Bank Name:
Bank Address:
Bank Account Number:
Account Owner Name:
Transit Number/Swift Code (if foreign account):
IBAN (If foreign account):

**STREAMLINE STUDIOS MALAYSIA SDN BHD**

**MOHAMAD FARIS HAKIMIN BIN YUSOFF**

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

FULL NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_





## RECEIPT OF STUDIO HANDBOOK

I, \_\_\_\_\_, Passport No. \_\_\_\_\_ with  
address \_\_\_\_\_ acknowledge that:

- I have received a copy of the Studio Handbook;
- I have read and understood the Studio Handbook;
- the Studio Handbook forms an integral part of this Agreement.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



## PERSONAL DATA AND PRIVACY NOTICE

I, \_\_\_\_\_, Passport No. \_\_\_\_\_ with  
address \_\_\_\_\_ authorize Streamline to  
process any personal data given by me in order to effectuate the Agreement.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



## RECEIPT OF ACCEPTABLE USE POLICY

I, \_\_\_\_\_, Passport No. \_\_\_\_\_ with  
address \_\_\_\_\_ acknowledge that:

- I have received a copy of the Acceptable Use Policy;
- I have read and understood the Acceptable Use Policy;
- the Acceptable Use Policy forms an integral part of this Agreement.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_