

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the “**Agreement**”) is entered into as of _____, 2025 (the “**Effective Date**”), by and between:

BLAUWEISS-EDV LLC, a Texas Limited Liability Company
(hereinafter referred to as the “Company”)

and

WOLFRAM LAUBE
Unterer Stadtplatz 18, 4780 Schärding, Austria
(hereinafter referred to as the “Contractor”)
(each a “Party” and collectively the “Parties”)

RECITALS

WHEREAS, the Company is engaged in the business of providing information technology services, including software development, cloud architecture, DevOps consulting, and artificial intelligence solutions;

WHEREAS, the Contractor possesses specialized skills and expertise in software architecture, cloud infrastructure, DevOps, and AI/machine learning, with over 25 years of professional experience in the IT industry;

WHEREAS, the Contractor is currently subject to insolvency proceedings (Konkursverfahren GZ 17 S 35/25 s) at the Regional Court Ried im Innkreis, Austria, and wishes to engage in gainful employment in a manner consistent with the requirements of such proceedings;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1 – ENGAGEMENT AND SERVICES

1.1 Engagement

The Company hereby engages the Contractor, and the Contractor hereby accepts such engagement, to provide information technology services to the Company and its clients on the terms and conditions set forth in this Agreement.

1.2 Scope of Services

The Contractor shall provide the following services (the “Services”):

- (a) Software architecture design and implementation
- (b) Cloud infrastructure planning and deployment (AWS, Azure, GCP)
- (c) DevOps and CI/CD pipeline development
- (d) Kubernetes administration and container orchestration
- (e) AI/Machine Learning solution development
- (f) Technical documentation and consulting

(g) Such other IT services as may be mutually agreed upon

1.3 Performance of Services

The Contractor shall perform the Services remotely from Austria or such other location as the Contractor may determine. The Contractor shall provide Services for specific projects as assigned by the Company, and shall maintain regular communication with Company personnel regarding project status and deliverables.

ARTICLE 2 – INDEPENDENT CONTRACTOR STATUS

2.1 Independent Contractor Relationship

The Contractor is an independent contractor and not an employee, partner, agent, or joint venturer of the Company. Nothing in this Agreement shall be construed to create an employment relationship between the Parties. The Contractor shall not be entitled to any employee benefits provided by the Company.

2.2 No Authority to Bind

The Contractor shall have no authority to bind the Company or to enter into any contracts or commitments on behalf of the Company unless expressly authorized in writing.

2.3 Taxes and Social Contributions

The Contractor shall be solely responsible for all taxes, social security contributions, and other statutory obligations arising from the compensation received under this Agreement in accordance with the laws of Austria and any other applicable jurisdiction.

ARTICLE 3 – COMPENSATION

3.1 Modest Living Compensation

In recognition of the Contractor's current circumstances, including the pending insolvency proceedings, the Parties agree that the Contractor shall receive a fixed monthly compensation sufficient to maintain a modest standard of living appropriate for a person subject to insolvency proceedings under Austrian law. The specific monthly amount shall be determined in consultation with the insolvency administrator (APOR Unternehmensverwaltung GmbH) and shall be documented in a written addendum to this Agreement.

3.2 Payment Terms

Payment shall be made by bank transfer to an account designated by the Contractor, payable within fifteen (15) days following the end of each calendar month in which Services were provided.

3.3 Currency

All compensation shall be denominated and paid in Euros (EUR).

3.4 Expenses

The Company shall reimburse the Contractor for reasonable and pre-approved out-of-pocket expenses incurred in connection with the Services, including travel expenses if travel is required and approved in advance.

3.5 Accounting

The Company shall provide the Contractor with monthly statements showing Services rendered and compensation paid. Such statements shall be available for review by the insolvency administrator upon request.

ARTICLE 4 – TERM AND TERMINATION

4.1 Term

This Agreement shall commence on the Effective Date and shall continue until terminated by either Party in accordance with this Article 4.

4.2 Termination for Convenience

Either Party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other Party.

4.3 Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice thereof.

4.4 Effect of Termination

Upon termination of this Agreement: (a) the Company shall pay the Contractor all compensation earned through the date of termination; (b) the Contractor shall deliver to the Company all work product, documents, and materials relating to the Services; and (c) the provisions of Articles 5, 6, and 7 shall survive termination.

ARTICLE 5 – CONFIDENTIALITY

The Contractor agrees to maintain the confidentiality of all proprietary and confidential information of the Company and its clients obtained in connection with the Services. This obligation shall survive the termination of this Agreement for a period of five (5) years.

ARTICLE 6 – INTELLECTUAL PROPERTY

All work product, inventions, and intellectual property created by the Contractor in the course of providing Services shall be the sole and exclusive property of the Company or the Company's client, as applicable. The Contractor hereby assigns all right, title, and interest in such work product to the Company.

ARTICLE 7 – REPRESENTATIONS AND WARRANTIES

7.1 Contractor's Representations

The Contractor represents and warrants that:

- (a) The Contractor has disclosed to the Company the existence of the pending insolvency proceedings and any restrictions that may apply to the Contractor's engagement;

- (b) The Contractor has obtained or will obtain any required approvals from the insolvency administrator prior to commencing Services;
- (c) The Contractor has the legal capacity to enter into this Agreement and perform the Services contemplated herein.

7.2 Company's Representations

The Company represents and warrants that it has the authority to enter into this Agreement and to engage the Contractor on the terms set forth herein.

ARTICLE 8 – MISCELLANEOUS

8.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

8.2 Amendments

This Agreement may be amended only by a written instrument signed by both Parties.

8.3 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.

8.4 Severability

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

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

BLAUWEISS-EDV LLC

By: _____

Name: Michael Clement Matejka

Title: Managing Member

Date: _____

CONTRACTOR

Wolfram Laube

Date: _____