

INTERNATIONAL REMOTE WORK AGREEMENT

BETWEEN:

blackcode SA
6 chemin de la Roche
1020 Renens, Switzerland
(hereinafter referred to as the "Company")

AND:

LEONG, ANDY
74, Jalan, Taman Bukit Hijau
57206 Kuala Lumpur
Wilayah Persekutuan Kuala Lumpur, Malaysia
(hereinafter referred to as the "Developer")

1. ENGAGEMENT

1.1 The Company hereby engages the Developer to provide software development services as specified in Schedule A, and the Developer hereby accepts such engagement.

2. TERM

2.1 This Agreement shall commence on April 28, 2025 and shall continue for an initial minimum period of two (2) months ("Initial Term").

2.2 Following the Initial Term, this Agreement may be extended by mutual written agreement between the parties.

3. COMPENSATION

3.1 For services rendered under this Agreement, the Company shall pay the Developer a monthly fee of USD 2,400 (Two Thousand Four Hundred United States Dollars).

3.2 Payment shall be made by bank transfer to the Developer's designated account by the 5th day of each month for the preceding month's services.

3.3 The Developer shall be responsible for all taxes and statutory contributions applicable in their country of residence.

4. WORKING ARRANGEMENTS

4.1 The Developer shall work remotely from their location in Malaysia.

4.2 The Developer shall be available during core business hours as agreed between the parties, taking into account the time difference between Switzerland and Malaysia.

4.3 The Developer shall provide their own equipment and workspace necessary to perform the services.

5. DUTIES AND RESPONSIBILITIES

- 5.1 The Developer shall perform the duties and responsibilities as outlined in Schedule A.
- 5.2 The Developer shall report to Andrea Edelman or as otherwise directed by the Company.
- 5.3 The Developer shall comply with all reasonable instructions and policies of the Company.

6. INTELLECTUAL PROPERTY

- 6.1 All intellectual property rights in any work created, developed, or produced by the Developer in the course of providing the services shall be the exclusive property of the Company.
- 6.2 The Developer hereby assigns to the Company all such intellectual property rights.

7. CONFIDENTIALITY

- 7.1 The Developer shall keep confidential all information relating to the Company's business, operations, products, processes, and clients.
- 7.2 This obligation of confidentiality shall survive the termination of this Agreement.

8. NON-SOLICITATION

- 8.1 During the term of this Agreement and for a period of twelve (12) months thereafter, the Developer shall not solicit or attempt to solicit any clients or employees of the Company.

9. TERMINATION

- 9.1 Following the Initial Term, either party may terminate this Agreement by giving thirty (30) days' written notice to the other party.
- 9.2 The Company may terminate this Agreement immediately for cause, including but not limited to:
 - (a) Material breach of this Agreement by the Developer;
 - (b) Dishonesty, misconduct, or negligence by the Developer;
 - (c) The Developer's inability to perform the services.

10. APPLICABLE LAW

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of Switzerland.
- 10.2 Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the Canton of Vaud, Switzerland.

11. MISCELLANEOUS

- 11.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements.
- 11.2 Any amendment to this Agreement must be in writing and signed by both parties.
- 11.3 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SCHEDULE A: SERVICES TO BE PROVIDED

- Determined at the discretion of the company

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

For the Company:

Developer:



Edelman, Andrea
CEO, blackcode SA

LEONG, ANDY

Date: 07/05/2025

Date: 07/05/2025