



Black Hat Developers Corporation

Our Standards of Professional Practice

Published by Black Hat Developers Corporation

Revised and republished

This Constitution is adopted by the founders and members of Black Hat Developers Corporation (Private Limited), a company incorporated under the Companies Act, No. 7 of 2007 of Sri Lanka, to establish a comprehensive framework for governance, ownership, management, and ethical operation of the Company.

Black Hat Developers

An Induwara Jayasinghe Holdings Company Limited

Chapter 14

ARTICLE 43

Company Projects, Contracts, Intellectual Property, and Reuse Policy

43.1 Purpose and Scope

43.1.1. This Article establishes a comprehensive governance framework for all projects, software, source code, digital products, systems, platforms, documentation, tools, intellectual property, and contractual deliverables developed, proposed, negotiated, accepted, rejected, licensed, or maintained by the Company.

43.1.2. This Article applies to:

- all Company-initiated projects;
- all client-commissioned or contract-based projects;
- all internal, experimental, prototype, or abandoned projects;
- all software, code, algorithms, frameworks, designs, architectures, databases, APIs, and related works;
- all officers, employees, contractors, consultants, partners, and agents acting on behalf of the Company.

43.2 Ownership of Company Projects and Works

43.2.1. Unless expressly agreed otherwise in writing, all projects and works created by or for the Company, whether completed or not, shall be the exclusive property of the Company from the moment of creation.

43.2.2. Such ownership includes, without limitation:

- source code and compiled code;
- system logic, workflows, and architectures;
- documentation, specifications, diagrams, and plans;
- user interfaces, designs, and layouts;
- algorithms, models, and technical solutions;
- trade secrets, know-how, and methodologies.

43.2.3. No individual contributor shall acquire any ownership, reuse, resale, or derivative rights unless explicitly authorized in writing by the Company.

43.3 Client Contracts and Deliverables

43.3.1. All client projects shall be governed by a written contract, approved by or under the authority of the Chief Executive Officer (CEO).

43.3.2. Each contract shall define:

- scope of work;
- acceptance criteria;
- ownership or licensing of deliverables;
- payment terms;
- confidentiality obligations;
- termination rights.

43.3.3. Unless a contract explicitly transfers ownership, all intellectual property developed shall remain with the Company, with the client receiving only a limited, non-transferable license.

43.4 Project Acceptance and Rejection

43.4.1. The Company reserves the right, at its sole discretion, to accept or reject any project proposal, contract opportunity, or scope of work.

43.4.2. A project shall be deemed rejected if:

- the Company formally declines the contract; or
- negotiations fail due to incompatibility, risk, ethics, feasibility, or misalignment; or
- the client rejects the Company's proposed solution or deliverable.

43.5 Permanent Rejection Rule (Two-Time Rejection Policy)

43.5.1. If a specific project, or any substantially similar project, is rejected twice by the same contract giver or client, whether formally or informally, after being proposed or presented by the Company, the Company shall not offer, propose, or deliver that project or any materially similar project to that same contract giver or client in the future.

43.5.2. A project shall be considered substantially similar if it:

- serves the same business purpose;
- targets the same operational need;
- uses the same or similar system logic, structure, or functionality;
- is a modified, rebranded, or derivative version of the rejected project.

43.5.3. This restriction is intended to:

- protect the Company's strategic integrity;
- prevent repeated undervaluation of Company work;
- avoid misuse of Company concepts or unpaid ideation.

43.6 CEO Discretionary Override

43.6.1. Notwithstanding Clause 43.5, the Chief Executive Officer shall have exclusive discretionary authority to approve:

- re-offering a previously rejected project;
- offering a similar or derivative project;
- entering a renewed or modified contract with the same contract giver.

43.6.2. Such approval may be granted where the CEO determines that:

- strategic value justifies reconsideration;
- commercial terms are materially improved;
- legal, reputational, or operational risks are mitigated;
- the Company's interests are better served.

43.6.3. The CEO's decision under this Clause shall be final and binding, and shall not require further approval unless required by law.

43.7 Internal Projects and Experimental Works

43.7.1. The Company may initiate internal projects, research initiatives, experimental systems, prototypes, or proof-of-concept developments.

43.7.2. Such projects remain Company property regardless of:

- completion status;
- commercialization;
- abandonment;
- rejection by potential clients.

43.7.3. The Company may later reuse, repurpose, license, or commercialize such works without restriction.

43.8 Reuse, Resale, and Derivative Works

43.8.1. The Company retains the unrestricted right to:

- reuse internal frameworks, libraries, and components;
- adapt prior work for new clients;
- create derivative or enhanced versions of prior projects.

43.8.2. No client shall obtain exclusivity unless expressly agreed in writing.

43.9 Confidentiality and Non-Disclosure

43.9.1. All project-related information shall be treated as confidential, whether or not a contract is executed.

43.9.2. Clients shall not:

- use rejected proposals;
- implement Company ideas independently;
- disclose Company concepts to third parties.

43.9.3. Breach of confidentiality may result in legal action.

43.10 Termination and Post-Termination Rights

43.10.1. Upon termination of any contract:

- unpaid deliverables shall not be released;
- ownership shall revert to the Company unless otherwise agreed.

43.10.2. Termination shall not affect the Company's rights over:

- pre-existing IP;
- rejected or unused works;
- internal tools or systems.

43.11 Records, Documentation, and Audit Trail

43.11.1. The Company shall maintain internal records of:

- project proposals;
- acceptances and rejections;
- contract outcomes;
- CEO discretionary approvals.

43.11.2. Such records shall be authoritative for determining applicability of Clause 43.5.

43.12 Compliance with Law

43.12.1. This Article shall be interpreted in accordance with:

- the Companies Act, No. 07 of 2007 of Sri Lanka;
- intellectual property laws of Sri Lanka;
- applicable contract and commercial laws.

43.13 Founder and Strategic Protection

43.13.1. Nothing in this Article shall permit:

- dilution of Company ownership;
- erosion of founder rights;
- misrepresentation of Company authorship or origin.

43.14 Supremacy and Continuity

43.14.1. This Article shall prevail over any conflicting internal policy, contract template, or operational practice unless expressly overridden by the CEO in writing.

43.14.2. The provisions of this Article shall survive:

- project completion;
- contract termination;
- personnel changes;
- restructuring of the Company.

43.15 Final Authority

The Chief Executive Officer shall be the final authority for interpretation, application, and enforcement of this Article, subject only to applicable law and founder-reserved matters.

CONCLUSION AND RATIFICATION

This Constitution constitutes the complete, final, and authoritative governing instrument of the Company. It consolidates and supersedes, to the fullest extent permitted by law, all prior constitutions, memoranda, articles, internal rules, policies, informal practices, resolutions, understandings, and representations relating to the governance, management, powers, duties, and operations of the Company.

This Constitution has been established to ensure clarity of authority, continuity of leadership, protection of intellectual, commercial, and proprietary assets, ethical conduct, accountability, and the long-term sustainability of the Company, while preserving the foundational vision, strategic intent, and proprietary interests upon which the Company was formed.

All Chapters and Articles contained herein shall be read and construed harmoniously as a single, integrated instrument. No provision shall be interpreted in isolation in a manner that undermines the purpose, spirit, or intent of this Constitution. Where interpretation is required, such interpretation shall be guided by:

- the best interests of the Company;
- strict compliance with the Companies Act, No. 07 of 2007 of Sri Lanka and all other applicable laws;
- the preservation of corporate integrity, operational stability, and strategic control.

Unless expressly stated otherwise, the powers, rights, and authorities conferred by this Constitution are continuous and enduring, and shall not lapse or be diminished by reason of non-use, silence, change of personnel, restructuring, or passage of time.

This Constitution shall take full force and legal effect upon its formal ratification by the Company in accordance with applicable law, and shall thereafter be binding upon:

- the Company;
- all present and future shareholders;
- all directors and officers;
- all employees, contractors, and agents;
- all successors, assigns, and lawful representatives.

No custom, practice, agreement, or course of dealing shall amend, override, or derogate from this Constitution except in strict accordance with the amendment provisions set forth herein and duly authorized by the appropriate governing authority of the Company.

By operating pursuant to this Constitution, the Company affirms its commitment to lawful governance, responsible leadership, protection of innovation, and the disciplined exercise of corporate authority.

FORMAL RATIFICATION

This Constitution is hereby irrevocably ratified, approved, confirmed, and declared effective by a resolution of the Company duly passed in strict compliance with all applicable laws, regulations, and statutory requirements. Upon such ratification, this Constitution shall take immediate and continuing legal effect and shall constitute the sole, final, conclusive, and supreme governing instrument of the Company.

This ratification shall be conclusive and binding evidence of the lawful authority under which this Constitution is established and of the Company's unconditional intention to be governed exclusively by its provisions. No act, omission, custom, practice, agreement, representation, or course of dealing shall give rise to any implied amendment, waiver, estoppel, or derogation from this Constitution.

ENFORCEMENT, NON-DEROGATION, AND CONTROL

1. Non-Derogation

No right, power, authority, or protection conferred by this Constitution shall be limited, suspended, diminished, or overridden except strictly in accordance with an express amendment duly authorized under this Constitution and permitted by law.

2. Waiver of Implied Rights

To the fullest extent permitted by law, all persons subject to this Constitution expressly waive any claim to implied rights, equitable relief, customary practices, or interpretations inconsistent with its express terms.

3. Anti-Challenge Clause

The validity, authority, enforceability, and binding effect of this Constitution shall not be challenged, questioned, or contested on the basis of prior documents, informal arrangements, historical practices, or alleged understandings, whether written or oral.

4. Founder Authority Confirmation

The authority, rights, and powers vested in the Founder under this Constitution are hereby expressly affirmed and acknowledged as intentional, fundamental, and integral to the governance structure of the Company, and shall not be construed narrowly or restrictively.

5. Continuity and Perpetuity

This Constitution shall remain binding in perpetuity, subject only to lawful amendment in strict accordance with its provisions, and shall survive any change in ownership, management, control, structure, or legal status of the Company.

This ratification is made with full corporate capacity, authority, knowledge, and intent, without reservation, condition, or limitation, and is effective against all persons to whom this Constitution applies.

FOUNDER & CHIEF EXECUTIVE OFFICER:

Induwara P. Jayasinghe

Founder and CEO of Black Hat Inc., Clidder LLC, and Black Hat Developers, with additional affiliations to Jayasinghe Brothers Holdings PLC

DATE OF RATIFICATION: 2025.04.06

PLACE OF RATIFICATION: 1 Black Hat Way, Mountain View, Jayasinghe Park

AUTHORIZED SIGNATURE:

A handwritten signature in black ink that reads "Induwara Jayasinghe". The signature is written in a cursive style with a horizontal line underneath the name.

END OF CONSTITUTION