**INDEPENDENT CONTRACTOR AGREEMENT**

BETWEEN **BZR Empire Inc.**

2128-B Avenue Vendome

Montreal, Quebec H4A 3M5

(hereinafter referred to as the “Client”)

AND **Jellyfish Games Inc.**

680 rue Galt apt. 4

Verdun, Quebec H4G 2P7

(hereinafter referred to as the “Contractor”)

The Contractor has agreed to provide certain services to Client to be performed by **Adam Blahuta**, as more specifically described in Schedule 1 attached hereto, and Client has agreed to retain the services of the Contractor (the “Services”) for the role (the “Role”) on the Project described in Schedule 1, attached hereto,

Client and the Contractor (hereinafter collectively referred to as the “Parties”) agree as follows:

**Term**

1. The term of this Agreement shall be effective on June 15, 2015 and shall conclude upon the receipt and acceptance by Client of the Deliverables as described in Schedule “1” but in any event not later than August 31, 2015, (the “Term”) subject to any extension or amendment to the Term as agreed in writing between the Parties.

**Remuneration**

1. For the period of the Term, the Client shall pay the Contractor FIFTY-ONE CANADIAN DOLLARS AND 20 CENTS (CDN $51.20) per hour (plus HST if applicable) upon receipt of deliverables and invoices providing detail of the work/tasks completed by the Contractor.

**Ownership of Intellectual Property and Work Product**

1. The Contractor acknowledges that the current project is a production of the Client. The Contractor further acknowledges and agrees that all projects originating with the Client and all work that they conduct for the Client for any project (unless specifically exempted in writing) are the sole and exclusive property of the Client without any restriction whatsoever. The Contractor further acknowledges and agrees that all materials, including but not limited to any and all reports and other written material, analysis, graphs, designs, drawings, software, software packages, data, patents or patent applications, correspondence and other documents, artwork, photographs, video or audio performances and/or recordings, interactive deliverables, business and marketing concepts and strategies and any and all magnetically, optically or digitally encoded materials prepared and or delivered by the Contractor to the Client for the Project (the “Work Products”), shall be the sole and exclusive property of the Client. For the certainty of the Parties, the Contractor hereby grants to the Client throughout the universe and in perpetuity, all right, title and interest that the Contractor has or will have in the future, including but not limited to copyright, in and to the Work Product(s) developed by the Contractor hereunder and the Contractor hereby waives any and all moral rights the Contractor has or will have in such Work Products. It is also acknowledged by the Parties that the experience and knowledge of general application gained by the Contractor through the Contractor’s providing the Services shall not be subject to any limitation of use by the Contractor, expressly excluding the subject matter of any patents or patent applications made by the Client regarding the Project and Work Products which shall be considered the sole property of the Client subject to the abandonment, expiry, or refusal of such patent or patent application as the case may be.
2. For the certainty of the Parties, the Contractor acknowledges and agrees that the Client shall own and hold exclusively and in perpetuity throughout the universe, all right, title and interest existing now or in the future of every kind and character whether now known or unknown in and to the Work Products delivered pursuant to this Agreement, and any and all products and results thereof, and proceeds therefrom. All such rights shall vest in the Client immediately upon the provision of the Services by the Contractor and shall remain vested in the Client in perpetuity whether this Agreement expires in its normal course or is terminated by either party as provided for herein.

**Confidential Information**

1. The Contractor may receive, in the course of providing the Services hereunder, respecting the business of the Client generally, information which is privileged or confidential or which constitutes trade secrets with respect to the operation and business of the Client. Such information (hereinafter referred to as “Confidential Information”) may include, without limiting the generality of the foregoing, computer programs, proprietary software or other projects. The Contractor agrees that they shall not use, permit the use and divulge any Confidential Information of any kind that they obtained in the course of the provision of the Services, unless specifically authorized by the Client to do so by a written authorization. The Contractor shall be bound by this provision throughout the entire Term as specified in clause 1, and for three years following the expiry or termination of this Agreement. However, the confidentiality obligations to which the Contractor is bound under this Agreement shall not apply if the Contractor can provide evidence that the Confidential Information:
   1. was generally available to the public at the time the Contractor obtained it; or
   2. was made generally available to the public after the Contractor obtained it, whether through publications, proceedings or other means, through no fault of the Contractor; or
   3. was already known to the Contractor before they obtained it under the conditions stated herein, and to the knowledge of the Contractor it did not come directly or indirectly from the Client; or
   4. the Parties specifically exclude from being considered Confidential Information; the Role of the Contractor, the Duties and description of the Services provided by Contractor relating to the Project and the title of the Project, all of which information the Parties agree may be released to the public in association with the promotion of Contractor.
2. The Contractor shall treat all the information obtained from a customer, employee, contractor or representative of the Client or a partner in a research or development project as Confidential Information as defined in this Agreement.

**Representations and Warranties**

1. The Contractor hereby represents, warrants and covenants to the Client that:
   1. The Contractor has the right and capacity to enter into this Agreement and fully perform all of their obligations hereunder; and
   2. The Contractor shall not incur any cost expense, liability or obligation in the name of or on the credit of Client, except in accordance with written instructions and authorization of the Client.

**Independent Contractors**

1. This Agreement sets for the agreement between independent contractors and shall not be construed or interpreted as constituting a partnership or joint venture between the Parties or to make either Party an agent or employee of the other.

**Amendments in Writing**

1. No amendment, supplement, modification or waiver of this Agreement shall be binding unless duly executed in writing by the Party to be bound thereby.

**Governing Law**

1. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the Province of Quebec and the Country of Canada.

**Acknowledgements**

1. Each Party acknowledges having read the Agreement in its entirety, and understands the content, and further acknowledges having had the opportunity to seek legal advice and signing this Agreement voluntarily.

**IN WITNESS WHEREOF, the Parties have executed this Agreement effective the 15th day of June, 2015.**

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**Adam Blahuta Matthew Zoern**

**Schedule 1 – to the Agreement dated the 15th day of June, 2015**

**Between Jellyfish Games Inc. and BZR Empire Inc.**

**Contractor Services for the Project(s)**

1. Project(s):

* Glyphs

1. Contractor Role:

* Unity Developer

1. Contractor’s Deliverables

* Scope of work is 35 approved hours, approved by Matthew Zoern of BZR Empire Inc. This scope is subject to be amended as required by the Parties.

1. Termination

* The Client or Contractor may terminate this Agreement and cancel the Contractor's Services hereunder at any time without cause and without further obligation to the Contractor except for Credit obligations hereunder, and payment due for the Services performed to the date of such termination. The Contractor agrees that upon termination by either party, the Contractor shall promptly return to Client all notes, memoranda, specifications, designs, devices provided by the Client, and documents used exclusively in the provision of the Services or development of the Work Product and any material containing or disclosing any Confidential Information pursuant to the section titled "Confidential Information" herein.