

INDEPENDENT CONTRACTOR AGREEMENT

[CONTRACTOR ENTITY NAME] (“Contractor”) located at [ADDRESS] enters into this Independent Contractor Agreement (“Agreement”) with DRPG America Inc., located at [] (“DRPG”), effective as of the date of Contractor’s signature below.

Based upon DRPG’s need and desire to place reasonable restrictions upon Contractor’s use and development of information, technology, ideas and inventions, and in exchange for allowing Contractor to use and access its information assets, Contractor promises to comply fully with all of the following terms and conditions:

1. Services and Work Product.

- a. Services and Work Product. Contractor will provide to DRPG the services and Work Product (as defined below) described in Schedule A upon its full execution (thereafter, each a “Service Schedule”). The parties may enter into additional Service Schedules during the term of this Agreement upon mutual, written agreement. Upon full execution, such additional Service Schedules shall be incorporated herein by reference.
- b. Compensation. The sole and exclusive compensation for all services (including any applicable Work Product) will be as stated in the applicable Service Schedule, and will include all applicable taxes, which Contractor agrees to itemize on each applicable invoice. Contractor acknowledges and agrees that DRPG will only be responsible for fees due for the services and Work Product (where applicable) that are actually and satisfactorily rendered to DRPG hereunder. DRPG will pay undisputed invoices to Contractor within thirty (30) days of receipt of a correct invoice and completed documentation as requested by DRPG. Payment is dependent on the services and Work Product complying with the applicable specifications and the requirements set forth in the Service Schedule. All expenses in performing the services must be supported by receipts and such other documentation as DRPG may reasonably request, be preapproved by DRPG in writing and must be reasonable and not include any mark-up.
- c. Representations. Contractor represents, warrants, and covenants, for itself, its employees, subcontractors and agents that: (a) the services and all Work Product, and Contractor’s performance hereunder, will comply with all applicable laws; (b) the Work Product will be free from defects in design, material and workmanship; (c) the services will be performed consistent with generally prevailing professional and industry standards, using suitably skilled personnel, and conform to any service level agreements agreed by the parties; and (d) Contractor shall at all times comply with its confidentiality obligations as set forth herein.

2. Confidentiality and Security.

- a. Restrictions on Confidential Information. Contractor represents and warrants that, at all times both during the term of this Agreement and after, Contractor will hold the Confidential Information (as defined below) of DRPG in strict confidence. Contractor represents and warrants never to use the Confidential Information or disclose it to anyone, except to the extent necessary to carry out Contractor’s services for DRPG or as specifically authorized in writing by an authorized representative of DRPG.
- b. Definition of Confidential Information. Contractor understands that “Confidential Information” means and includes all information of a confidential or secret nature which pertains in any manner to the business of DRPG or its affiliates, consultants, or business associates, except to the extent such information is generally known or made available in DRPG’s industry or to DRPG’s competitors through lawful means. Confidential Information specifically includes, but is not limited to, the following information in whatever form it exists (such as verbal, written or electronic):
 - i. Information about DRPG’s customers and prospective customers (including customer and prospective customer lists, contact information, the nature and amount of their respective purchases, customer proposals, customer contract terms, requirements for service, key contacts, ordering procedures, credit and relations information, marketing proposals, and pricing practices);
 - ii. DRPG’s methods of doing business (including internal operating procedures and manuals, standard operating procedures, Contractor training materials, plan and specification review process, finances, costs,

profits, sales, markets, strategic or business plans, projections, research projects, sources and nature of financing, staffing, and company policies and procedures); and

- iii. DRPG's products and services (including training materials, technologies, schematics, support procedures, programming and formatting processes and techniques, product formulations, specifications, designs, drawings, materials, manuals, electronic codes, formulas, as well as any research and development products relating to existing or potential products).
- c. Location and Reproduction. Contractor agrees to maintain only such Confidential Information as Contractor has a current "need to know." Contractor promises to return to the appropriate person or location or otherwise properly dispose of Confidential Information once that need to know no longer exists. Contractor also promises not to reproduce the Confidential Information or otherwise make it available to anyone unless there is a legitimate and genuine business need for reproduction.
- d. Prior Actions and Knowledge. Except as disclosed on Schedule B to this Agreement, Contractor does not know anything about DRPG's business or Confidential Information, other than information Contractor has learned from DRPG in the course of being retained as an independent contractor or consultant of DRPG.
- e. Acknowledgement. Contractor represents and warrants that the Confidential Information defined above (i) is not known to DRPG's competitors or to the general public, (ii) has potential, if not actual, monetary value to DRPG because it is unknown to DRPG's competitors, and (iii) DRPG is making reasonable efforts to keep the Confidential Information secret. Contractor agrees and understands that the Confidential Information is confidential regardless of whether DRPG labels it as such, or otherwise subjects it to any security systems (although DRPG may do so in its discretion).
- f. Computer System and Files. Contractor understands that if and to the extent that DRPG gives Contractor any access to its computer systems, accounts, or equipment (such as electronic storage devices of all kinds), any such access or use is for the sole benefit of DRPG. Contractor agrees never to access or use DRPG's computer systems, accounts, or equipment (or allow anyone else to do so) for the benefit of anyone else, including, but not limited to, any actual or potential competitor of DRPG. Contractor further agrees never to copy, transfer or remove any of the information stored on any of DRPG's computer systems, accounts, or equipment without DRPG's written authorization.
- g. Third Party Information. Contractor recognizes that the Contractor has received and will receive confidential or proprietary information from third parties. Contractor promises to hold all such information in the strictest confidence, and Contractor will not use the information or disclose it to anyone (except as necessary in carrying out Contractor's work for DRPG consistent with DRPG's agreement with such third party).
- h. Disclosure and Use Restrictions. Contractor agrees and covenants (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever, and, in any event, not to anyone outside of the direct employ of DRPG; and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of DRPG. Contractor understands and acknowledges that Contractor's obligations under this Agreement regarding any particular Confidential Information begin immediately and shall continue during and after the term of this Agreement with DRPG until the Confidential Information has become public knowledge other than as a result of Contractor's breach of this Agreement or a breach by those acting in concert with Contractor or on Contractor's behalf.
 - i. Permitted disclosures. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Nothing in this Agreement prohibits or restricts Contractor from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization, or any other federal or state regulatory authority.

- i. Former Confidential Information. Contractor agrees not to improperly disclose or use for DRPG's benefit any trade secrets or confidential information that Contractor may have acquired from prior or concurrent employment or engagement(s). If at any time Contractor believes that Contractor's job duties could involve the improper use or disclosure of trade secrets or confidential information obtained during prior or concurrent employment or engagement(s), Contractor will refrain from any use or disclosure of such information and immediately notify DRPG's owner. The DRPG has not asked Contractor to provide it with any documents, records or other materials obtained from any concurrent or former DRPG, or from any person or business entity for which Contractor is currently acting, or has acted as an independent contractor or consultant ("Outside Materials"). Contractor has not brought and will not bring to DRPG, or use in Contractor's services provided for DRPG, any Outside Materials which are not generally available to the public, unless Contractor has obtained express written authorization for Contractor's possession and use of such information for DRPG's benefit prior to the effective date of this Agreement.

3. Proprietary Rights.

- a. Work Product. Contractor acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by Contractor individually or jointly with others during the term of this Agreement and relating in any way to the business or contemplated business, research, or development of DRPG (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical, and electronic copies, all improvements, rights, and claims related to the foregoing, and other tangible embodiments thereof (collectively, "Work Product"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents, and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions, and renewals thereof (collectively, "Intellectual Property Rights"), shall be the sole and exclusive property of DRPG.
- b. Assignment. Contractor hereby irrevocably assigns to DRPG, for no additional consideration, Contractor's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including the right to assign any Work Product and Intellectual Property Rights to third parties, and to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Contractor shall contractually require all employees and permitted subcontractors to irrevocably assign all right, title and interest in and to the Work Product to DRPG. Nothing contained in this Agreement shall be construed to reduce or limit DRPG's rights, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that DRPG would have had in the absence of this Agreement. Subject to the requirements of applicable state law, if any, Contractor understands that Work Product will not include, and the provisions of this Agreement requiring assignment of Work Product to DRPG do not apply to, any work product that qualifies fully for exclusion under the provisions of applicable state law, if any. In order to assist in the determination of which work product may qualify for such exclusion, Contractor will advise DRPG promptly in writing, during and for a period of twelve (12) months immediately following the termination of this Agreement, of all Work Product solely or jointly conceived or developed or reduced to practice by Contractor or its staff or agents during the period of the engagement with DRPG.
- c. Further Assurances; Power of Attorney. During and after the term of this Agreement, Contractor agrees to reasonably cooperate with DRPG to (i) apply for, obtain, perfect, and transfer to DRPG the Work Product and Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect, and enforce the same, including, without limitation, executing and delivering to DRPG any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by DRPG. Contractor hereby irrevocably grants DRPG power of attorney to execute and deliver any such documents on Contractor's behalf and to do all other lawfully permitted acts to transfer the Work Product to DRPG and further the transfer, issuance, prosecution, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if Contractor does not promptly cooperate with DRPG's request (without limiting the rights DRPG shall have in such circumstances by operation of law).
- d. Moral Rights. To the extent any copyrights are assigned under this Agreement, Contractor hereby irrevocably waives, to the extent permitted by applicable law, any and all claims Contractor may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" with respect to all Work Product and all Intellectual Property Rights therein.

- e. No License. Contractor understands that this Agreement does not, and shall not be construed to, grant Contractor any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software, or other tools made available by DRPG.

4. Former or Conflicting Agreements.

- a. Former Agreements. Contractor represents and warrants that Contractor's work for DRPG, and Contractor's performance of the terms of this Agreement, will not breach any agreement to keep in confidence proprietary information acquired by Contractor prior to the effective date of this Agreement. Contractor has listed in Schedule B, all other agreements concerning confidential or proprietary information or inventions to which Contractor is a party and attached copies of any agreements in Contractor's possession. To the best of Contractor's knowledge, there is no other contract between Contractor and any other person or entity that is in conflict with this Agreement or concerns confidential or proprietary information, inventions or assignment of ideas.
- b. Obligations During Agreement. During the Agreement, Contractor promises not to disclose to DRPG, or use, or induce DRPG to use, any confidential, proprietary information or trade secrets of others.
- c. Indemnification. Contractor agrees to indemnify, defend and hold harmless DRPG, and its officers, directors and employees from any and all claims, damages, costs expenses or liability, including reasonable attorneys' fees incurred in connection with or resulting from any breach or default of the obligations, representations and/or promises by Contractor under this Agreement and/or any Service Schedule, Contractor's violation of applicable laws or regulations and/or any claim or allegation that the services or Work Product provided by Contractor infringe a third party's intellectual property rights. Contractor will not settle any claim against DRPG without DRPG's prior, written consent to settlement, such consent not to be unreasonably withheld or delayed.

5. Contractor Obligations at The End of the Consulting Relationship.

- a. Return of DRPG Property. If Contractor's relationship with DRPG ends for any reason, Contractor promises to promptly return to DRPG all Confidential Information and all personal property, computer files and data, and equipment furnished to or prepared by Contractor in connection with this Agreement. Following the termination of this Agreement, Contractor will not retain any written, electronic or other tangible material containing any Confidential Information. Contractor further agrees not to retain any electronically stored information obtained at any time from DRPG's computer systems, accounts, or equipment unless DRPG specifically provides Contractor with written authorization to retain such information.
- b. Notice of Agreement. Contractor agrees that DRPG may provide a copy of this Agreement to any person or entity, or otherwise notify any person or entity of the existence of this Agreement and the promises Contractor made in it.

6. Remedies.

- a. Contractor acknowledges that DRPG's Confidential Information and DRPG's ability to reserve it for the exclusive knowledge and use of DRPG is of great competitive importance and commercial value to DRPG, and that improper use or disclosure of Confidential Information by Contractor will cause irreparable harm to DRPG, for which remedies at law will not be adequate. In the event of a breach or threatened breach by Contractor of any of the provisions of this Agreement, Contractor hereby consents and agrees that DRPG shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.
- b. Contractor agrees that nothing in this Agreement is intended to limit any remedy of DRPG under any federal or state law concerning trade secrets. Contractor understands that Contractor's violation of this Agreement could cause DRPG irreparable harm and DRPG shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement.

7. Acknowledgement.

Contractor acknowledges and agrees that the services to be rendered by Contractor to DRPG are of a special and unique character; that Contractor will obtain knowledge and skill relevant to DRPG's industry, methods of doing business and marketing strategies by virtue of this Agreement; and that the terms and conditions of this Agreement are reasonable under these circumstances. Contractor further acknowledges that the amount of Contractor's compensation reflects, in part, Contractor's obligations and DRPG's rights under this Agreement; that Contractor has no expectation of any additional compensation, royalties or other payment of any kind not otherwise referenced herein in connection herewith; and, that Contractor will not be subject to undue hardship by reason of Contractor's full compliance with the terms and conditions of this Agreement or DRPG's enforcement thereof.

8. Term and Termination.

This Agreement shall be effective upon its full execution by the parties, and continue for the longer of one (1) year and the term of any active Services Schedules. This Agreement and all Service Schedules may be terminated upon thirty (30) days' prior, written notice by a party to the other party.

9. Miscellaneous Provisions.

- a. Successors and Assigns. This Agreement shall be binding upon Contractor and Contractor's heirs, executors, administrators, and successors, and shall inure to the benefit of DRPG's successors and assigns.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without the application of any conflicting laws thereof.
- c. Entire Agreement. This Agreement, along with any referenced schedules and attachments herein, which are incorporated herein by reference, contains all understandings and representations between Contractor and DRPG pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. A signed copy of the Agreement and any schedules thereto delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of such document. Each of the provisions of the Agreement that by their nature are intended to survive the termination or expiration of the Agreement shall so survive, including limitations of liability and indemnification. Contractor must strictly comply with all applicable statutes, laws and regulations.
- d. Modification and Waiver. No provision of this Agreement may be amended or modified unless agreed to in writing and signed by Contractor and by the owner of DRPG. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.
- e. Severability. If any provision of this Agreement, or application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be unenforceable, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement shall remain in full force and effect.
- f. Notice. All notices to DRPG America, Inc., shall be sent to the address on the first page of this Agreement. Notices to Contractor shall be sent to the address listed on the first page of this Agreement. Either notice addresses may be updated by the parties during the term by communicating such change to the other party.

SIGNATURES FOLLOW

SIGNATURES

**BY SIGNATURE BELOW, SIGNIFIES THAT EACH OF THE PARTIES HAVE CAREFULLY READ,
UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE TERMS OF THE AGREEMENT.**

Date: _____

[Contractor Entity Name]

Print Name of Person Signing

Signature

Title

Date: _____

DRPG AMERICA, INC.

Print Name of Person Signing

Signature

Title

SCHEDULE A

SERVICES AND WORK PRODUCT

1. **Services Description:** Contractor will provide the following services (inclusive of any Work Product related thereto):
 - a. **[DRPG to insert scope of services]**
2. **Fees:** Contractor acknowledges and agrees that DRPG shall only be responsible for fees due for services satisfactorily rendered. The fees to be paid by DRPG to Contractor for the completed and accepted services covered by this order shall be: \$[].
3. **Time To Complete:** Contractor will complete the services by the following schedule:
 - a. **[DRPG to insert time to complete requirements]**
4. **Expenses:** All expenses incurred by Contractor in performing the services covered by this order shall be included in the rate or fees set forth in above.
5. **Acceptance; Delivery:** If DRPG reasonably determines that any service or work order does not conform to the Agreement or agreed upon specifications, DRPG may reject such service and/or Work Product by communication to Contractor. Contractor will, at its expense, re-perform the applicable services and repair any applicable Work Product within a reasonable time period after its receipt of such communication, such period of time not to exceed five (5) days, subject to DRPG's right to re-review the corrected services and/or Work Product in accordance with this Agreement.
6. **Term:** The term of this Schedule A is for one (1) year, and may be extended by agreement of the parties hereto.

BY SIGNATURE BELOW, SIGNIFIES THAT EACH OF THE PARTIES HAVE CAREFULLY READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE TERMS OF THE AGREEMENT AND THIS SERVICE SCHEDULE.

Date: _____

[Contractor Entity Name]

Print Name of Person Signing

Signature

Title

Date: _____

DRPG AMERICA, INC.

Print Name of Person Signing

Signature

Title

[SCHEDULE B FOLLOWS]

SCHEDULE B

CONTRACTOR'S DISCLOSURE

1. **Confidential Information.** Except as set forth below, I acknowledge that at this time I know nothing about the business or Confidential Information of DRPG, other than information I have learned from DRPG in the course of being retained to provide services to DRPG:

2. **Prior Inventions.** Except as set forth below, there are no ideas, processes, inventions, technology, writings, programs, designs, formulas, discoveries, patents, copyrights, or trademarks, or any claims, rights, or improvements to the foregoing, that I wish to exclude from the operation of this Agreement:

3. **Prior Agreements.** Except as set forth below, I am aware of no prior agreements between me and any other person or entity concerning any confidential or proprietary information or inventions (attach copies of all agreements in your possession):

Date: _____

[Contractor Entity Name]

Print Name of Person Signing

Signature

Title