

CONTRACTOR OBLIGATION AGREEMENT

As a condition of continuing the independent contractor relationship with WEVUE, LLC, a Delaware limited liability company ("Company"), Jordan T Lafland ("Contractor"), agrees that he/she will comply with the obligations contained within this Contractor Obligation Agreement (hereafter "Agreement"), which he/she undertakes voluntarily and without coercion. If the Contractor is a party to the Operating Agreement of the Company, then the obligations set forth in this Agreement are in addition to, and not lieu of, any obligations set forth in the Operating Agreement of the Company.

1. **Noncompetition, Nonsolicitation, and Nondisclosure Covenants.**

- (a) **Rationale for Restrictions.** Contractor acknowledges that Contractor's services hereunder are of a special, unique, and extraordinary character, and Contractor's independent contractor relationship with Company places Contractor in a position of confidence and trust with customers, suppliers, and other persons and entities with whom the Company and its Related Entities have a business relationship. The Contractor further acknowledges that the rendering of services to the Company will likely require the disclosure to Contractor of Confidential Information (as defined below) including Trade Secrets of the Company relating to the Company and/or Related Entities. As a consequence, the Contractor agrees that it is reasonable and necessary for the protection of the goodwill and legitimate business interests of the Company and Related Entities that the Contractor make the covenants contained in this Agreement, that such covenants are a material inducement for the Company to engage the Contractor, that the covenants are reasonable in scope (including geographic scope), and that the covenants are given as an integral part of and incident to this Agreement. For purposes of this Agreement, the term "**Related Entity**" means any parent company, subsidiary, affiliated corporation, partnership, or joint venture of the Company.
- (b) **Noncompetition and Nonsolicitation Covenants.** As used herein, the term "**Restrictive Period**" means the time period commencing on the Effective Date of this Agreement and ending on the second (2nd) anniversary of the date on which the Contractor's engagement by the Company (or any Related Entity) expires or is terminated for any reason. The Contractor agrees that, during the Restrictive Period, the Contractor will not utilize his or her knowledge of the business of the Company or his or her relationships with investors, suppliers, customers, clients, or financial institutions to compete with the Company or any of the Related Entities in any business (a "**Covered Business**") that is engaged in the development, marketing, sale, promotion, or licensing of any web-based or mobile based application that provides a platform on which users can create their own content for particular events. Additionally, the Contractor agrees that the Contractor will not engage in any of the following acts during the Restrictive Period:
 - (i) directly or indirectly engage or invest in; own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of; be employed by, associated with, or in any manner connected with; lend the Contractor's name or any similar name to; lend Contractor's credit to; or render services or advice to, any business which competes with, is engaged in, or carries on any aspect of a Covered Business;
 - (ii) directly or indirectly assist, promote or encourage any existing or potential Contractors, customers, clients, or vendors of the Company or any Related Entity, as well as any other parties which have a business relationship with the Company or a Related Entity, to terminate, discontinue, or reduce the extent of their relationship with the Company or a Related Entity;
 - (iii) directly or indirectly solicit business of the same or similar type as a Covered Business, from any person or entity known by the Contractor to be a customer or client of the Company, whether or not the Contractor had contact with such person or entity during the term of the Contractor's engagement with the

- (iii) directly or indirectly solicit business of the same or similar type as a Covered Business, from any person or entity known by the Contractor to be a customer or client of the Company, whether or not the Contractor had contact with such person or entity during the term of the Contractor's engagement with the Company;
- (iv) disparage the Company, any Related Entities, and/or any shareholder, director, officer, employee, or agent of the Company or any Related Entity; and/or
- (v) engage in any practice the purpose of which is to evade the provisions of this Agreement or commit any act which adversely affects the Company, any Related Entity, or their respective businesses.

The Contractor agrees that the geographic scope of the above covenants is a reasonable means of protecting the Company's (and the Related Entities') legitimate business interests. Notwithstanding the foregoing covenants, nothing set forth in this Agreement shall prohibit the Contractor from owning the securities of (i) corporations which are listed on a national securities exchange or traded in the national over-the-counter market in an amount which shall not exceed 5% of the outstanding shares of any such corporation or (ii) any corporation, partnership, firm or other form of business organization which does not compete with, is not engaged in, and does not carry on any aspect of, either directly or indirectly through a subsidiary or otherwise, any Covered Business.

- (c) Disclosure of Confidential Information. The Contractor acknowledges that the inventions, innovations, software, Trade Secrets, business plans, financial strategies, finances, and all other confidential or proprietary information with respect to the business and operations of the Company and Related Entities are valuable, special, and unique assets of the Company. Accordingly, the Contractor agrees not to, at any time whatsoever either during or after the term of this Agreement, disclose, directly or indirectly, to any person or entity, or use or authorize any person or entity to use, any confidential or proprietary information with respect to the Company or Related Entities without the prior written consent of the Company, including, without limitation, information as to the financial condition, results of operations, identities of clients or prospective clients, products under development, acquisition strategies or acquisitions under consideration, pricing or cost information, marketing strategies, passwords or codes or any other information relating to the Company or any of the Related Entities which could be reasonably regarded as confidential (collectively referred to as "Confidential Information"). However, the term "Confidential Information" does not include any information which is or shall become generally available to the public other than as a result of disclosure by the Contractor or by any person or entity which the Contractor knows (or which the Contractor reasonably should know) has a duty of confidentiality to the Company or a Related Entity with respect to such information. In addition to the foregoing, Company will be fully entitled to all of the protections and benefits afforded by the Florida Uniform Trade Secrets Acts and any other applicable law. "Trade Secret" shall mean information, including a formula, pattern, compilation, program, device, method technique, or process that derives independent economic value, actual or potential, from being not generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use.
- (d) Prevention of Premature Disclosure of Confidential Information and Trade Secrets. The Contractor agrees and acknowledges that, because the success of the Company is heavily dependent upon maintaining the secrecy of the Company's Confidential Information and Trade Secrets and preventing the premature public disclosure of the Company's proprietary information and technology including its Confidential Information and Trade Secrets, the Contractor agrees to use the Contractor's best efforts and his or her highest degree of care, diligence, and prudence to ensure that no Confidential Information or Trade Secret prematurely leaks or otherwise prematurely makes its way into the public domain or any public forum, including, without limitation, into any trade publications, internet chat rooms, or other similar forums. In the event that the Contractor becomes aware of any premature leak of Confidential Information or Trade Secret or becomes aware of any circumstances creating a risk of such a leak, the Contractor shall immediately inform the Company's Chief Executive Officer or the Company's Chief Financial Officer of such leak or of such circumstances.
- (e) Removal and Return of Proprietary Items. The Contractor will not remove from the

immediately inform the Company's Chief Executive Officer or the Company's Chief Financial Officer of such leak or of such circumstances.

- (e) Removal and Return of Proprietary Items. The Contractor will not remove from the Company's premises (except to the extent such removal is for purposes of the performance of the Contractor's duties at home or while traveling, and under such conditions and restrictions as are specifically authorized and/or required by the Company) or transmit by any means, electronic or otherwise, any document, record, notebook, plan, model, component, device, computer software or code, or Confidential Information or Trade Secret whether embodied in a disk or in any other form, including electronic form (collectively, the "Proprietary Items"). The Contractor recognizes that, as between the Company and the Contractor, all of the Proprietary Items, whether or not developed by the Contractor, are the exclusive property of the Company. Upon termination of Contractor's engagement with the Company by either party (regardless of the reason for termination), or upon the request of the Company during the term of this Agreement, the Contractor will return to the Company all of the Proprietary Items in the Contractor's possession or subject to the Contractor's control, and the Contractor shall not retain any copies, abstracts, sketches, or other physical embodiment of any of the Proprietary Items, Confidential Information, Trade Secret or any part thereof.
- (f) Enforcement and Remedies. In the event of any breach of any of the covenants set forth in this Agreement, the Contractor recognizes that the remedies at law will be inadequate and that in addition to any relief at law which may be available to the Company for such violation or breach and regardless of any other provision contained in this Agreement, the Company shall be entitled to equitable remedies (including an injunction) and such other relief as a court may grant after considering the intent of this Agreement. Additionally, the period of time applicable to any covenant set forth in this Agreement will be extended by the duration of any violation by Contractor of such covenant. In the event a court of competent jurisdiction determines that any of the covenants set forth in this Agreement are excessively broad as to duration, geographic scope, prohibited activities or otherwise, the parties agree that this covenant shall be reduced or curtailed to the extent, but only to the extent, necessary to render it enforceable.

2. Contractor Inventions.

- (a) Definition. For purposes of this Agreement, "Contractor Invention" means any idea, invention, technique, modification, process, or improvement (whether patentable or not), any industrial design (whether registerable or not), any mask work, however fixed or encoded, that is suitable to be fixed, embedded or programmed in a semiconductor product (whether recordable or not), and any work of authorship (whether or not copyright protection may be obtained for it) created, conceived, or developed by the Contractor, either solely or in conjunction with others, during the term of Contractor's engagement with the Company as an independent contractor or during the six-week period following such engagement, that relates in any way to, or is useful in any manner in, the businesses then being conducted or proposed to be conducted by the Company or any Related Entity. Furthermore, The Contractor agrees to seek written approval from the Company before displaying any work in a portfolio.
- (b) Ownership of Contractor Inventions. Contractor agrees and acknowledges that all Contractor Inventions will belong exclusively to the Company and that all Contractor Inventions are works made for hire and the property of the Company, including any copyrights, patents, semiconductor mask protection, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the Company all of the Contractor's right, title, and interest, including all rights of copyright, patent, semiconductor mask protection, and other intellectual property rights, to or in such Contractor Inventions. The Contractor covenants that the Contractor will promptly:
 - (i) disclose to the Company in writing any Contractor Invention;
 - (ii) assign to the Company or to a party designated by the Company, at the Company's request and without additional compensation, all of the Contractor's right to the Contractor Invention for the United States and all foreign jurisdictions;

Company's request and without additional compensation, all of the Contractor's right to the Contractor Invention for the United States and all foreign jurisdictions;

- (iii) execute and deliver to the Company such applications, assignments, and other documents as the Company may request in order to apply for and obtain patents or other registrations with respect to any Contractor Invention in the United States and any foreign jurisdictions;
 - (iv) sign all other papers necessary to carry out the above obligations; and
 - (v) give testimony and render any other assistance in support of the Company's rights to any Contractor Invention.
- 3. **Essential and Independent Covenants.** The Contractor's covenants in Sections 1 and 2 of this Agreement are independent covenants, and the existence of any claim by the Contractor against the Company under this Agreement or otherwise will not excuse the Contractor's breach of any covenant in Section 1 or 2. The covenants of Sections 1 and 2 shall survive the termination, extinguishment, or lapse of this Agreement under any circumstances, regardless of the reasons for or circumstances surrounding such termination.
- 4. **Representations and Warranties by The Contractor.** The Contractor represents and warrants to the Company that the execution and delivery by the Contractor of this Agreement do not, and the performance by the Contractor of the Contractor's obligations hereunder will not, with or without the giving of notice or the passage of time, or both: (a) violate any judgment, writ, injunction, or order of any court, arbitrator, or governmental agency applicable to the Contractor, or (b) conflict with, result in the breach of any provisions of or the termination of, or constitute a default under, any agreement to which the Contractor is a party or by which the Contractor is or may be bound, including, without limitation, any noncompetition agreement or similar agreement. Contractor further represents and warrants that he fully and completely understands this Agreement and that he has engaged in negotiations with the Company and has either consulted with an attorney of his choice or has had ample opportunity to do so and is fully satisfied with the opportunity he has had.
- 5. **Notices.** For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given when hand-delivered, sent by facsimile transmission (as long as receipt is acknowledged), or mailed by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the address or facsimile number for each party set forth on the signature page hereto, or to such other address or facsimile number as either party may have furnished to the other in writing in accordance herewith, except that a notice of change of address shall be effective only upon receipt.
- 6. **Miscellaneous.** No provision of this Agreement may be modified or waived unless such waiver or modification is agreed to in writing signed by both of the parties hereto. No waiver by any party hereto of any breach by any other party hereto shall be deemed a waiver of any similar or dissimilar term or condition at the same or at any prior or subsequent time. This Agreement is the entire agreement between the parties hereto with respect to the Contractor's relationship with the Company, and there are no agreements or representations, oral or otherwise, expressed or implied, with respect to or related to the engagement of the Contractor which are not set forth in this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the Company, its respective successors and assigns, and the Contractor and Contractor's heirs, executors, administrators and legal representatives. The duties and covenants of the Contractor under this Agreement, being personal, may not be delegated or assigned by the Contractor without the prior written consent of the Company, and any attempted delegation or assignment without such prior written consent shall be null and void and without legal effect. The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, the Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations of the parties shall be construed and enforced accordingly. This Agreement may be assigned by the Company without the consent of the Contractor, provided, however, that the Contractor is given notice of the assignment.
- 7. **Governing Law; Resolution of Disputes.** The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Florida without regard to principles of choice of law or conflicts of law there under. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either of the parties in the courts of the State of Florida. County of Hillsborough

performance of this Agreement shall be governed by the laws of the State of Florida without regard to principles of choice of law or conflicts of law there under. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against either of the parties in the courts of the State of Florida, County of Hillsborough, or, if it has or can acquire jurisdiction, in the United States District Court located in Hillsborough County, Florida, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world. The parties hereto agree that having venue and jurisdiction solely in Florida is reasonable in that the headquarters for the Company is in Tampa, Hillsborough County, Florida and that site for litigation is the most central for such matters. THE PARTIES HEREBY WAIVE A JURY TRIAL IN ANY LITIGATION ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE CONTRACTOR'S ENGAGEMENT WITH THE COMPANY. This Agreement shall not be construed against either party but shall be construed without regard to the participation of either party in the drafting of this Agreement or any part thereof.

8. **Counterparts; Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be effective upon the execution and delivery by any party hereto of facsimile copies of signature pages hereto duly executed by such party; provided, however, that any party delivering a facsimile signature page covenants and agrees to deliver promptly after the date hereof two (2) original copies to the other party hereto.
9. **Modification By The Court.** In the event that any provision or Section of this Agreement violates any law of the state of Florida or is for some other reason unenforceable as written in the state of Florida, the Contractor and the Company agree that the unenforceable provision or Section should not cause the entire Agreement to become unenforceable unless it is caused to fail in its essential purpose. In the event that any provision or Section of this Agreement violates any law of the state of Florida or is for some other reason unenforceable as written in the state of Florida, the Contractor agrees that the provision should be reduced in scope or length or otherwise modified by the Court, if possible under the law, to cause the provision or Section of the Agreement to be legal and enforceable but to still provide to the Company the maximum protection available to it under the law.
10. **Independent Contractor.** At all times during the performance of services hereunder, the Contractor shall act as an independent contractor. The Contractor shall not be considered an employee of the Company for any purpose, and shall not be entitled to any of the benefits that the Company may provide for its employees. Moreover, it is expressly agreed by the parties that no agency relationship is, or shall be deemed to have been, created by this Agreement, and no party shall by reason of this Agreement have the power or authority to bind any other party contractually or otherwise. The Contractor shall be solely responsible for the payment and reporting of any and all federal and state taxes and withholdings due on amounts paid hereunder, and Company shall not withhold any amounts for federal, state or local income taxes or taxes, assessments or withholding liabilities arising from an employment relationship, including, but not limited to, workers' compensation insurance, social security, unemployment compensation, income tax withholding, insurance or fringe benefits. The Contractor shall indemnify and hold Company harmless from and against any costs, damages or liabilities relating to any such taxes, assessments or withholdings.

[signatures follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CONTRACTOR

By:



Printed Name: _____Jordan Lafland_____

Address and Facsimile Number

Printed Name: _____Jordan Lafland_____

Address and Facsimile Number:

Date _____2-5-15_____

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