

RESTRICTIVE COVENANT AGREEMENT

The undersigned individual (referred to in the first person, such as "I" and "my") makes the following representations, acknowledgments, promises, assignments, and grants to hiVolume Media Company, Inc. (the "Company") in consideration of, and as a condition to, proposed or continued employment or engagement by the Company:

Section 1. Definitions

"Company Invention" means any idea, concept, invention, improvement, or the like, whether or not protected or protectable by patent, that is made, conceived, learned, or reduced to practice by or for me in the course of my Service, or relating to services I provide or provided, to the Company or any predecessor of the Company (including during the period prior to the legal formation of the Company as an entity), either alone or jointly with others. Company Invention also includes all modifications and enhancements of the foregoing and any expressions and embodiments of the foregoing. Without limiting this definition, any of the foregoing will be conclusively presumed to be made, conceived, reduced to practice, or learned by me in the course of my Service, or relating to services I provide, if (i) it is related directly or indirectly to the past, present, or contemplated future business of the Company and (ii) it is made, conceived, reduced to practice, or learned during my Service to the Company or during a period of one year following any suspension, expiration, or termination of my Service to the Company. To clarify, however, Company Invention shall not include an invention meeting all of the following conditions: (i) the invention was developed entirely on my own time; (ii) the invention was made without the use of Company's equipment, supplies, facility, or trade secret information; (iii) the invention does not relate directly to the business of Company or to Company's actual or demonstrably anticipated research or development; and (iv) the invention does not result from any work performed by me for the Company.

"Service to the Company" refers to the legal relationship (employment or engagement, as the case may be) between me and the Company or any predecessor to the Company (including the period prior to the legal formation of the Company as an entity) and me.

"Sensitive Information" means, whether verbal, written, or observed, any information disclosed to or obtained by the Company through a confidential relationship with any third party, including without limitation (i) any intellectual property of a third party possessed by the Company pursuant to a license or other arrangement, (ii) any confidential information submitted to the Company from time to time by or on behalf of a Company customer or prospective customer, (iii) any confidential information regarding the business of a Company customer or prospective customer learned in the course of providing or proposing to provide services and/or products to such customer or prospective customer, (iv) the identity of any third party in a confidential relationship with the Company as the source of such information, and (v) any information about the identity, health, or financial status of any person received or obtained in the course of, or by virtue of, my Service to the Company.

"Proprietary Information" means all business and financial information, technical information, processes, inventions, research, customer and prospective customer information, and other information pertaining to the products, services, sales, operations, plans, or other business of the Company that (i) is not generally disclosed to third parties by the Company without restriction on use or further disclosure, (ii) is expressly designated as confidential or proprietary by the Company (whether verbally, in writing, or otherwise), or (iii) is of such a nature that a reasonable person under the circumstances should understand or believe to be confidential. Without limiting the foregoing, Proprietary Information includes all information that is a trade secret pursuant to applicable law and all passwords, entry codes, access sequences, and the like used or held by the Company.

For purposes of this agreement, Proprietary Information and Sensitive Information do not include information to the extent that (i) it was in my possession or knowledge at the time of disclosure and was not acquired directly or indirectly from the Company, (ii) it was disclosed to me by a third party not having an obligation of confidence of the information to the Company or any other third party, or (iii) it is or becomes a part of the public domain (other than by my own act or omission) unless any such information is protected by applicable law, in which case it shall remain subject to restriction on use and disclosure as provided under such law.

"Work Product" means all Company Inventions and all computer software, databases, designs, documentation, diagrams, writings, books, articles, creative works, know-how, and all other material and information of any nature created or derived, in whole or in part, by or for me in the course of my Service to the Company or any predecessor of the Company, whether or not any of the foregoing is protected or protectable by copyright, patent, trademark, or otherwise.

Section 2. Company Property

As between the Company and me, all Company Property is and will be the sole and exclusive property of the Company, and for all purposes it will be conclusively presumed so. I acknowledge that I will have no economic or other rights whatsoever in Company Property. Except as required to perform my Service to the Company and with the permission of the Company, I will not use or remove from the Company's premises any Company Property and will not access or in any way copy any Company Property in electronic form. I acknowledge that e-mail messages in the Company e-mail system are Company Property and I agree not to forward them to my personal account or to any other account except within the scope of my Service to the Company. Immediately upon any suspension, expiration, or termination of my Service to the Company, I will surrender and deliver to the Company at its offices any tangible Company Property in my possession or control, including without limitation computer media of any sort. With respect to any Company Property in electronic form or otherwise not readily capable of physical delivery to Company (such as files on a computer hard drive), I will immediately cause all such items to be permanently destroyed and promptly will certify to the Company in writing that they have destroyed them. If I later become aware of any Company Property in my possession or control, I will immediately surrender possession of it to the Company (or destroy it and certify such destruction to the Company, in the case of Company Property in electronic form or otherwise not readily capable of physical delivery).

Section 3. Nondisclosure and Non-use of Information

I acknowledge that (i) Proprietary Information has been and is developed by the Company with considerable effort and expense, is unique, secret, and confidential, and is valuable to the Company, (ii) an integral part of the Company's business may involve the receipt of Sensitive Information, and (iii) that any unauthorized use of Proprietary Information or Sensitive Information by me, or any disclosure of the same to any third party, would be wrongful, may violate law, and would cause irreparable injury to the Company. I covenant and agree that, during my Service to the Company and forever thereafter, I will hold Proprietary Information and Sensitive Information in strict confidence and I will not disclose such information to any person or entity (except as may be required by a court of competent jurisdiction) or reproduce, publish, distribute, or transmit such information, or use such information in any way or for any purpose except within the scope of my Service to the Company or as otherwise expressly authorized in writing by the Company.

Section 4. Non-Competition and Non-Solicitation

(a) Certain Definitions. For the purposes of this section, the following terms shall have the meanings set forth:

- i. "**Competitive Products or Services**" shall mean products or services that are (A) intended for the same or competitive use as those of Company or (B) intended to be or may be purchased or licensed as an alternative to those of Company, including without limitation products and services that are marketed or offered for sale or license during the term of this agreement or (whether or not before the effective date of this agreement) were, to the knowledge of me, under research, development, evaluation, or contemplation by Company;
- ii. "**Material Interest**" means direct or indirect beneficial ownership of voting securities or other voting interests representing at least 5% of the outstanding voting power of a Person or equity securities or other equity interests representing at least 5% of the outstanding equity securities or equity interests in a Person;
- iii. "**Person**" means an individual, corporation, general or limited partnership, association, limited liability company, trust, or other entity or organization, including without limitation a government or political subdivision or entity, agency, or instrumentality thereof; and
- iv. "**Restricted Period**" means the period of Service to the Company and two years thereafter.

(b) Restrictive Covenants. I covenant and agree that during the Restricted Period, I shall not do any of the following anywhere in the world:

- i. whether as employee, agent, consultant, or advisor to any Person, directly or indirectly, engage in any activity that is intended to or that has the likely effect of assisting in or facilitating the design, manufacture, sale, or licensing of Competitive Products or Services;
- ii. have any interest as a proprietor, partner, member, stockholder, or otherwise in any Person that designs, manufactures, sells, or licenses Competitive Products or Services, except that nothing herein shall limit me from holding an interest in any such Person that is registered under the provisions of Section 12 of the Securities Exchange Act of 1934, as amended, if such interest is not a Material Interest;

- iii. on behalf of myself or any other Person, solicit or otherwise attempt to sell or license any Competitive Products or Services, or accept an order to buy or license any Competitive Products or Services;
- iv. take any action that would interfere with, diminish, or impair the valuable relationships that Company had or has with its customers and other Persons with which Company had or has business relationships or to which its services are rendered;
- v. on my own behalf, or acting as agent on behalf of a Person, solicit or cause anyone else to solicit any employee or independent contractor of Company to leave the employment of or engagement by Company or offer employment to or employ or offer to engage or engage as an independent contractor or in any other capacity any employee or independent contractor of Company;
- vi. cause or authorize any other Person to engage in any of the foregoing; or
- vii. assist others in engaging in any of the foregoing.

(c) Legitimate Business Purpose. I acknowledge and agree that Company has a legitimate business interest justifying the restrictions contained in this agreement and that such restrictions are reasonably necessary to protect Company's legitimate business interests. I acknowledge and agree that Company operates or plans to operate in markets of national and international scope and that the geographic restriction set forth herein appropriately reflects the legitimate interest of Company hereunder.

(d) Representations of Employee. I REPRESENT AND WARRANT THAT THE KNOWLEDGE, SKILLS, AND ABILITIES I POSSESS ARE SUFFICIENT TO PERMIT ME TO EARN, FOR THE RESTRICTED PERIOD, A SATISFACTORY LIVELIHOOD WITHOUT VIOLATING ANY PROVISIONS OF THIS AGREEMENT (FOR EXAMPLE, BY USING SUCH KNOWLEDGE, SKILLS, AND ABILITIES, OR SOME OF THEM, IN THE SERVICE OF A NON-COMPETITOR OF COMPANY).

(e) Restrictions Reasonable. I HAVE CAREFULLY READ AND CONSIDERED THE PROVISIONS OF THIS AGREEMENT AND, HAVING DONE SO, AGREE THAT THE RESTRICTIONS SET FORTH IN THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE TIME PERIOD OF THE RESTRICTIONS AND THE GEOGRAPHICAL AREAS OF RESTRICTIONS SET FORTH HEREIN) ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF COMPANY.

(f) Blue Pencil Provision. If any restriction set forth in this agreement is found by a court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities, or geographic area for which it may be enforceable.

(g) Survival. The provisions of this section shall survive the expiration or any termination of this agreement or my Service to the Company, regardless of the reason or basis for any termination and whether such termination is voluntary or involuntary. Company shall be entitled to communicate such obligations to any of my future or potential employers.

(h) Acknowledgments and Representations of Employee. I hereby acknowledge that Company considers my Service to the Company to be important to Company's success and that my competition with Company would cause Company to suffer irreparable harm. I represent that my education and experience enables me to work for different types of employers or independently so that it will not be necessary for me to violate the provisions of this covenant not to compete in order to remain economically viable;. I further represent that I have no intention of competing with Company in a manner that would constitute a violation of this agreement.

(i) Independence of Covenants. My covenants in this section shall be construed as independent of any other provision in this agreement, and the existence of any claim or cause of action I may have against Company, whether predicated on this agreement or not, shall not constitute a defense to the enforcement of these covenants.

(j) Equitable Relief; Fees And Expenses. I stipulate and agree that any breach of this agreement by me will result in immediate and irreparable harm to Company for which monetary damages would be inadequate. Company therefore shall have the right, without objection from me, to obtain such preliminary, temporary, or permanent injunctions or restraining orders or decrees as may be necessary to protect Company against, or on account of, any breach or threatened breach by me of the provisions of this agreement. Such right to equitable relief is in addition to all other legal remedies that Company may have to protect its rights. In the event Company obtains any such injunction, order, decree, or other relief, in law or in equity, I shall reimburse Company for all costs associated with obtaining the relief, including without limitation reasonable attorneys' fees and expenses and costs of suit. I further covenant and agree that any order of a court or judgment obtained by Company that

enforces Company's rights under this agreement may be transferred to any court of law or other appropriate law enforcement body located in any other jurisdiction in the world where Company does business, that said court or body may give full force and effect to said order and/or judgment, and that I will not object to or oppose any such transfer, implementation, or enforcement of such order or judgment. The Restricted Period shall be extended for any periods of violation or periods of time required for litigation to enforce the covenants set forth in this agreement.

Section 5. No Violation of Obligations to Others

I am not a party to or bound by any confidentiality or non-use agreement, non-competition agreement, court order, or other such restriction arising from or related to any prior employment, engagement, or other confidential relationship that is reasonably germane to the scope of my Service to the Company. I acknowledge that I may possess confidential information of third parties that is not necessarily subject to express restrictions on disclosure or use but as to which I may have ongoing legal obligations not to disclose or use the information, such as obligations under state trade secret law. I agree to honor any such ongoing agreements, orders, restrictions, or legal obligations, and I acknowledge that any violation by me of an obligation to a third party relating to such party's confidential information, trade secrets, and other intellectual property or proprietary rights in the course of my Service to the Company could materially and detrimentally impact the Company.

Section 6. Work Product and Proprietary Information

(a) Ownership or Work Product and Proprietary Information. As between the Company and me, all Proprietary Information and Work Product are and shall be solely and exclusively the property of the Company, and for all purposes they shall be conclusively presumed so. I acknowledge that I will have no economic or other rights whatsoever in Proprietary Information or Work Product.

(b) Work Made for Hire. All Work Product that is subject to copyright protection and reduced to tangible form in whole or in part by me in the course of my Service to the Company shall be deemed to be "work made for hire" as that term is used in the United States Copyright Law, 17 U.S.C. 101 *et seq.* I will take all actions reasonably requested by the Company in order for the Company to obtain or register copyrights in such material.

(c) Disclosure to Company. I will promptly disclose to the Company all Work Product and will keep accurate written records relating to the conception and application of all Work Product. These records shall be the sole and exclusive property of the Company, and I will surrender to the Company all such records within my possession or control upon any suspension or termination of my Service to the Company.

(d) Assignment to Company. I hereby assign to the Company the entire right, title, and interest in and to all Work Product and in and to all proprietary rights in or based upon such Work Product. Upon request of the Company, whether during or following my Service to the Company, I will execute all such assignments, oaths, declarations, and other documents as may be prepared by the Company to effect the purposes of this paragraph.

(e) Licenses to Company. To the extent that any portion of the Work Product or proprietary rights in or based upon Work Product are not assigned or assignable to the Company pursuant to this agreement, I hereby grant to the Company an unlimited perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferable license to use, exploit, sublicense, and exercise such Work Product or proprietary rights. I further grant to the Company an unlimited, perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferable license to use, exploit, sublicense, and exercise any confidential information and intellectual property rights that I use or disclose when acting within the scope of my Service to the Company or otherwise on behalf of the Company, regardless whether such confidential information or intellectual property rights are my own or those of a third party (even if otherwise in contravention of the provisions of this agreement prohibiting disclosure or use of such).

(f) Moral Rights. To the extent I retain by applicable law any rights to be attributed or to prohibit attribution as the creator of Work Product, to prohibit distortion or alteration of Work Product that would be prejudicial to my reputation, and other such rights referred to commonly as "moral rights" or "artist's rights," then to the extent allowed by applicable law I hereby waive and agree not to assert such rights and I ratify and consent to any action that may be taken or authorized by the Company affecting or with respect to such rights.

(g) Further Assurances: Attorney-in-Fact. Upon request of the Company from time to time, whether during or following my Service to the Company, I will provide the Company with all information, documentation, assistance, and other acts that Company reasonably may request to evidence, perfect, enforce, transfer, or defend the Company's proprietary rights in, to, or based upon Work Product or Proprietary Information and the rights and waivers granted to the Company by me in this agreement. The Company, in its sole discretion, shall determine the extent of the proprietary rights, if any, to be protected in or based on Work Product or Proprietary Information. I will provide all such information, documentation, assistance, and other acts

for no additional consideration other than actual and necessary out-of-pocket expenses that I incur at the Company's request. I hereby irrevocably designate and appoint the Company as my attorney-in-fact and agent to act for and on my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by me.

Section 7. Additional Provisions

(a) Company Policies; No Expectation of Privacy. I will abide by policies related to my Service to the Company as they are promulgated by the Company from time to time (provided, however, that the terms of this agreement will govern in the event of any inconsistency between this agreement and such policies). I acknowledge and agree that I have no expectation of privacy with respect to the Company's telecommunications, networking, or information processing systems (including without limitation computer files, e-mail messages, voice messages, and Internet connections) and that my activity and any files or messages on or using any of those systems may be monitored or obtained by the Company at any time without notice.

(b) Obligations Continuing After Termination; Notice to Future Employers. I acknowledge and agree that my obligations under this agreement that relate to the time after my Service to the Company will continue in effect after expiration or termination of my Service to the Company, regardless of the reason for termination and whether such termination is voluntary or involuntary, and that the Company is entitled to communicate my obligations under this agreement to any future employer or potential employer.

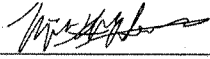
(c) Nature of Relationship. Unless I have (or later enter into) a separate written employment agreement with the Company, I acknowledge and agree that nothing in this agreement or otherwise is intended to, or shall be interpreted as, creating employment for a specified period of time. I further understand and agree that if I am employed by the Company (other than under a separate written employment agreement), my employment is and shall be employment-at-will which can be terminated at any time, without prior notice or cause, by the Company or myself, and that no act, statement, or conduct of any nature whatsoever by any representative of the Company shall alter the nature of my at-will-employment unless it is in writing, validly executed by the Company, and specifically refers to and supersedes this section.

(d) Remedies for Breach of Agreement. I acknowledge and agree that any breach of this agreement would cause irreparable harm to the Company for which an award of money damages alone would not be an adequate remedy and, therefore, that the Company shall be entitled to specific (compelled) performance and immediate preliminary and permanent injunctive relief without bond, without the need of proof of actual damages, and without prejudice to any other rights or remedies to which the Company may be entitled as a result of a breach of this agreement. I further agree that the Company shall be entitled to reasonable attorney's fees and costs incurred by the Company in recovering any sum due from me as a consequence of my breach of this agreement. Nothing in this agreement is intended to or shall be interpreted as diminishing or otherwise limiting the Company's right under applicable law to protect its trade secrets and confidential information.

(e) Entire Agreement. Except for any written employment or consulting agreement between the Company and me, (i) this agreement contains the entire understanding between the Company and me with respect to its subject matter, (ii) this agreement merges and supersedes all prior and/or contemporaneous agreements and understandings between the Company and me, written or oral, with respect to its subject matter, and (iii) there are no restrictions, agreements, promises, warranties, covenants, or undertakings between the Company and me with respect to the subject matter of this agreement other than those expressly set forth in this agreement.

(f) Miscellaneous Provisions. This agreement and the rights and obligations provided in it shall be governed by and construed in accordance with the laws of the State of Tennessee, excluding the State's choice of law rules. If any provision of this agreement is deemed invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable. No amendment, modification, or discharge of this agreement shall be valid or binding unless set forth in writing and duly executed by the Company. The failure or delay in the exercise of any power, right, or privilege under this agreement shall not operate as a waiver thereof. Any waiver or consent by the Company to any breach of any provision of this agreement shall be valid only if in writing and only in the specific instance in which it is given, and such waiver or consent shall not be construed as a waiver of any subsequent breach of any other provision or as a consent with respect to any similar instance or circumstance. This agreement shall inure to the benefit of the Company, its subsidiaries, affiliates, successors, and assigns.

I have read this agreement carefully. I have had the opportunity to consult with legal counsel regarding this agreement if I so choose, and I sign it voluntarily of my own free will. I understand and accept the obligations that it imposes upon me.



 DIGITALLY
SIGNED

02/19/2015 01:17 PM EST

Name: Michael Amburgey

(Signature)

February 19, 2015