



MUSIC BUSINESS CONSULTING AGREEMENT

This Music Business Consulting Agreement is made effective as of June 27, 2019, by and between: Alexander Hlavna p/k/a "Ethos" with principal business address located at: 33997 Garrett Drive, North Ridgeville, Ohio 44039, and Celebrity Business Manager Robert Terell o/b/o Wealth Nation, LLC with principal offices located at: 3399 Peachtree Road NE, Atlanta, Georgia 30326.

In this Agreement, the party who is contracting to receive services shall be referred to as "Alexander Hlavna" or "Artist" and the party who will be providing the services shall be referred to as Consultant, Wealth Nation, Robert Terell, or "RT".

Robert Terell has a background in the music business as a business and brand manager and is willing to provide project consulting services to "Alexander Hlavna" based on his professional background and experience as an executive.

"Alexander Hlavna" desires to have services provided by Robert Terell o/b/o Wealth Nation, LLC. For purposes of acting in good faith with best efforts to obtain and secure bonafide offers to advance, monetize, and scale brand for artist within a reasonable time period in accordance with industry standards and practices.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on or about the effective date of signing and or when full consideration has been received, Consultant's services shall commence. The effective date shall be defined as the day the contract is executed by both parties and first month's payment has been received. RT will provide the following services (**collectively, the "Services"**): The Consultant has been hired to assess, review, research, plan, and assist Artist with strategic planning and implementation focused on developing the Artist, Artist's brand, and ability to successfully market and sell Artist's products, goods, or services to build a consumer fan base and ultimately attain Artist's professional career goals. The various services provided shall include but not be limited to: Utilizing Consultant's experience, contacts, resources to guide and direct the Artist's career effectively, leverage various business contacts, relationships, and resources on behalf of Artist; Promoting Artist amongst elite industry representatives in the field of music entertainment, music licensing, branding, bloggers, radio airplay, marketing personnel, record labels, merchandising, and publishing representatives; Creating opportunities for growth, and overall brand development of Artist to monetize the brand, increase industry awareness, social media platforms, and identifying Artist's primary target audience for brand consumption. Disclosure: Consultant does not and cannot ethically, professionally, or otherwise guarantee a specific result or outcome of consultant's efforts as a result of this agreement. Consultant promises to act in good

faith and put forth 100% focus, effort, and energy towards achieving client's goals which is a mutual benefit to consultant and client.

2. PERFORMANCE OF SERVICES.

- a. The Consultant shall advise, guide, and direct Artist and Artist's team to implement plans and strategies that help Artist become a viable and attractive brand in the space.
- b. The Consultant shall conduct research to learn and understand the fan behavior and what motivates consumer purchase of Artist's brand. The consultant shall use that research to design approaches specific to the Artist's needs and overall goals.
- c. The Consultant shall interact with the sales and product teams to determine, develop, and execute the most effective and efficient marketing strategies.
- d. The Consultant shall take steps to put forth 100% best efforts in good faith to reach Artist's professional career goals for the term of this agreement.
- e. The Consultant shall work with the public relations, radio, and marketing team to review brand positioning of the Artist's social media and visual presence to make sure that Artist has relevant impact on the public, viable and attractive in the marketplace, and is able to build an organic fan base. Artist shall be given a proposed budget during consultation for review to achieve specific needed improvements for brand.

The manner in which the Services are to be performed and the specific hours to be worked by RT shall be determined solely by RT. RT will work as many hours as may be reasonably necessary to fulfill his obligations under this Agreement, however RT is only required to provide two (2) formally scheduled monthly consultations, any additional consultation provided shall be at Consultant's sole discretion and scope of work for the project.

3. PAYMENT. Alexander Hlavna will pay a flat monthly consulting fee to RT for Services based on a six (6) month contract. The monthly flat fee shall be **\$750.00** per 30 days for the duration of this contract and is due every month on time. Consultant highly recommends a minimum of four months of consultation service to successfully optimize the impact of the Services on Artist's goals and brand. Payment shall be considered late if not received within 3 business days of the payment due date. If any given payment is late, a late fee shall be assessed to the client in the amount of 10% of the payment amount, which is **\$75.00**. If payment continues to be late and still not received within 7 business days from the payment due date than this contract shall be considered materially breached, null & void without any further obligation from Consultant at Consultant's sole discretion. Any outstanding balance up until the day of breach shall still be owed by the Artist and Consultant reserves the right to pursue any legal remedies available to Consultant based on breach of contract for all outstanding balances and unrecouped expenses. Any and all payments, including but not limited to those referred to herein, shall not be refundable under any circumstances. Such circumstances include but are not limited to the termination of this Agreement for whatever reason.

4. GOOD FAITH DEPOSIT. In the event that Artist is unable to make the full first month's payment up front, Consultant may approve a "Good Faith Deposit" (hereafter, "Deposit") or payment plan at Consultant's sole discretion. Any such Deposit or initial payment must be no less than 30% of the total monthly payment and must be made by the deadline and of the method specified by a Good Faith Deposit Agreement that will be furnished to and signed by Artist. Once Deposit or initial payment is made, Artist will have no more than seven (7) days to complete the first month's payment. If these terms are not met, this Agreement and any other relevant agreement shall be null and void and any related offer shall be withdrawn at that time. Should this Agreement fall short of taking full effect, due to the aforementioned circumstances or for any other reason, any Deposit or initial/partial payments made shall be refundable to Artist less a non-refundable administrative fee in the amount of \$100.00.

5. EXPENSE REIMBURSEMENT. RT shall be entitled to reimbursement or payment from Artist for any approved "out-of-pocket" expenses such as: travel, hotel, and third party vendors that facilitate specific services o/b/o/ artist such as: Marketing, Promo, E-Blasts, Radio, TV, social media, PR, buy-on shows or tours etc. All expenses must receive the prior written approval of Artist prior to any disbursements or expenses incurred on Artist's behalf.

6. TERM/TERMINATION. This Agreement is for a period of six (6) calendar months from the date of signing and receipt of payment. This agreement may be terminated by either party upon breach of contract or performance with thirty (30) days written notice to the other party of such breach. There shall be a thirty (30) day period upon receipt of notice for either party to cure such alleged breach to the other party's complete satisfaction.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that Robert Terell is an independent contractor with respect to Alexander Hlavna and not an employee of Alexander Hlavna.

8. INDEMNIFICATION. Wealth Nation LLC., Robert Terell, and Alexander Hlavna individually, collectively, and mutually agree to indemnify and hold harmless each other from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against each other that result from the acts or omissions of either party, if any, and their agents.

9. ASSIGNMENT. RT'S obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Alexander Hlavna.

10. CONFIDENTIALITY. Alexander Hlavna recognizes that RT and or Robert Terell personally has and will have the following information:

- Music Tracks
- Performing Rights Organizations
- Promotional Materials
- Marketing Plans
- Future plans
- Visuals
- Contacts

- Trade secrets
- Technical information
- Fan Base and Email lists
- Copyright information

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Alexander Hlavna and need to be protected from improper disclosure. Regarding the disclosure of the Information, RT agrees that Robert Terell will not at any time or in any manner, either directly or indirectly, use any Information for RT'S benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Alexander Hlavna. Upon termination of this agreement, RT shall have no further interest in any information belonging to Alexander Hlavna and shall return all such information in his possession to Alexander Hlavna. During the term Robert Terell will protect the Information and treat it as strictly confidential. A violation of this paragraph shall constitute a material breach of this Agreement.

11. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

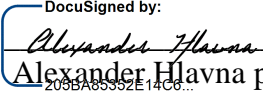
16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Georgia.

17. ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between

the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

Party receiving services:

Alexander Hlavna, "COLLECTIVELY AND INDIVIDUALLY"

By:  _____
Alexander Hlavna p/k/a "Ethos"

Date: 6/27/2019

Party providing services:

Robert Terell o/b/o Wealth Nation, LLC.

By:  _____
Robert Terell- President/CEO

Date: 06 / 27 / 2019