

## **CONSULTING SERVICES AGREEMENT**

THIS CONSULTING SERVICE AGREEMENT (the “Agreement”) is dated as of October 1, 2017 by and between WeMusic Inc., a Delaware corporation whose mailing address is 810 Seventh Avenue, Suite 2000, New York, New York 10019 (hereinafter referred to as “Company”), and Frank Michael Consulting Services Inc., for the services of Frank Michael Mazurco, a corporation whose mailing address is 13730 Moonstone Canyon Drive, Riverview, Florida 33579 (hereinafter referred to as “Consultant”).

WHEREAS, Company aims to provide a range of music education programs, and WHEREAS Consultant is an esteemed and talented businessperson, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and for the mutual covenants contained in this Agreement, the parties do hereby agree as follows:

I) **Description of Services**: Beginning as of October 1, 2017, Consultant shall provide consulting services (hereinafter the “Services”) as requested, as well as such other services and duties as may be requested from time to time by Company.

II) **Furnishing of Services**: Consultant shall furnish services to Company on a non-exclusive, part-time, “as-needed” basis. Consultant shall render services to the best of his ability, knowledge and skill and shall do so in good faith, with best efforts and to the reasonable satisfaction of the Company. The parties agree that Consultant’s duties shall be rendered primarily at such place(s) and at such times, as the Company, acting in good faith, deems appropriate. Anticipated services to be furnished may include, but are not limited to the following:

- Assist the Company in its launch and help establish and maintain its core business operations and development of its programs.
- Assist the Company in the recruitment of key personnel.
- Serve as liaison for Company with various classical music artists, agencies and potential sponsors to help solicit and maintain their ongoing participation in Company’s projects;
- Assist the Company in its ongoing operational, promotional, marketing, and fundraising efforts.
- Provide general counsel and advice to foster ongoing Company growth and profitability.

III) **Areas of Consultant's Exclusivity:** The Parties agree that though Consultant's services shall be furnished on a non-exclusive basis, Consultant's services shall be deemed exclusive to Company as it relates to any and all types of on-line and off-line (camp) music education / training programs for students. Consultant further warrants that no other on-line or off-line music education / training program(s) for students shall have the right to use Consultant's name and / or likeness and / or feature Consultant's endorsement.

IV) **Compensation:** Company shall pay Consultant a fee of Five Thousand Dollars (\$5,000) per month, payable on the last business day of each month in which Consultant has provided services.

V) **Expense Reimbursement:** Consultant shall be entitled to reimbursement for any expenses authorized and reasonably incurred in the performance of his functions and duties, including reasonable travel expenses, under the terms of this Agreement. The Company reserves the right to directly book Consultant's long-range travel. In order to receive reimbursement, Consultant shall timely provide Company with an itemized written account of all expenditures, along with related receipts. Consultant acknowledges and agrees that any expenditure over the amount of five hundred dollars (\$500.) must be approved in writing by Company prior to its expenditure.

VI) **Term / Termination:** The parties agree that Consultant shall perform its services on a calendar month to calendar month basis. Either party may terminate this Agreement, with or without cause upon giving the other party ten (10) days written notice.

VII) **Independent Contractor / No Partnership / No Binding Authority:** The parties agree that Consultant shall furnish its services under the terms of this Agreement as an independent contractor. No partnership or association is deemed to be formed as a result of this Agreement. The parties further agree that Consultant shall have no legal authority, whether express or implied, to bind Company to any legal obligation with any third party whatsoever.

VIII) **Representations, Warranties and Covenants of Consultant:**

a. **Similar Services:** Consultant shall refrain from providing similar services to a competitor of Company or to an entity not affiliated with Company that is providing similar services during the term of this Agreement and for a period of three (3) years thereafter. Consultant further agrees that it will not engage in any form of activity that produces a "conflict of interest" with those of the Company unless agreed to in advance and in writing by Company.

**b. Non-Disclosure of Trade Secrets, Customer Lists and Other**

**Proprietary Information:** Consultant agrees not to use, disclose or communicate, in any manner, proprietary information about Company, its operations, its clientele, or any other proprietary information that relate to the business of Company. This shall include, but shall not be limited to, the names of Company's associates, its marketing strategies, operations, or any other information of any kind which would be deemed proprietary information of Company. Consultant acknowledges that all such information is material and that it affects the profitability of Company. Consultant understands and acknowledges that any breach of this provision, or of any other Confidentiality and Non-Disclosure requirement of this Agreement, is a material breach of this Agreement. To the extent Consultant feels that they need to disclose confidential information, they may do so only after being authorized to do so in writing by Company.

c. **Confidentiality:** Consultant will not, either during or for a period of three (3) years subsequent to the termination of this Agreement, directly or indirectly divulge to any unauthorized person any information designated as confidential by Company, nor will Consultant disclose to anyone, other than a Company employee/consultant, or use in any way other than in the course of its performance of this Agreement any information regarding Company, including Company's product(s), market(s), financial(s) or other plans, product design(s) and any other information not known to the general public whether acquired or developed by it during its performance of this Agreement or obtained from Company employees/consultants, nor will Consultant, either during or subsequent to the term of this Agreement, directly or indirectly disclose or publish any such information without the prior written authorization from Company. Unless otherwise specifically agreed to in writing, all information about and relating to projects under development by Company and/or parties doing work under contract to Company shall be considered confidential information. Consultant acknowledges and agrees that all of the foregoing information is proprietary to Company, that such information is a valuable and unique asset of Company, and that disclosure of such information to third parties or unauthorized use of such information would cause substantial and irreparable injury to Company's ongoing business for which there would be no adequate remedy at law. Accordingly, in the event of any breach or attempted or threatened breach of any of the terms of this Agreement, Consultant agrees that Company shall be entitled to injunctive and other equitable relief, without limiting the applicability of any other remedies. Consultant agrees that its employees, officers, directors or agents who perform services for Company under this Agreement shall also be bound by the confidentiality provisions of this Agreement. The parties further agree that the confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

d. **Non-Solicitation Covenant:** Consultant agrees that for a period of three (3) years following termination of its services, Consultant will not solicit customers or clients of Company. By agreeing to this covenant, Consultant acknowledges that its contributions to Company are unique to Company's success and that it may have significant access to Company's trade secrets and other confidential or proprietary information regarding Company's customers or clients.

e. **Non-Recruitment Covenant:** Consultant agrees not to recruit any of Company's employees or agents for the purpose of any outside business activities either during or for a period of one (1) year after termination of this Agreement. Consultant further agrees that such effort at recruitment shall also be deemed a violation of the non-solicitation covenant set forth in subparagraph d above.

#### **IX) Property Rights:**

a. **New Work Generated:** Consultant hereby agrees that any services or products created / generated or prepared for Company pursuant to the terms of this Agreement are the property of the Company and subject to the non-disclosure and non-solicitation covenants set forth above.

b. **Records and Accounts:** Consultant agrees that all records and accounts generated or maintained by Company during the course of this Agreement are the sole and exclusive property of Company.

c. **Return Upon Termination:** Consultant agrees that upon termination of this Agreement, it will use all reasonable efforts to return to Company all of Company's property, including, but not limited to, intellectual property, trade secret information, customer lists, operation manuals, employee handbook, records and accounts, materials subject to copyright, trademark, or patent protection, customer and Company information, credit cards, business documents, reports, automobiles, keys, passes, and security devices.

d. **Copyrights, Inventions and Patents:** Consultant acknowledges that any and all copyrights, inventions or patents created or obtained, in part or whole, by Consultant during the course of this Agreement shall be deemed the sole property of Company. Consultant hereby assigns to Company all rights and interest in any copyright, invention, patents or other property related to the business of the Company.

X) **Nature of Services to be Performed by Consultant's Designated Representative:** It is the understanding of the parties that the Consultant is the operating entity for the services of Mr. Frank Michael Mazurco and Consultant hereby acknowledges that the services of Mr. Mazurco are a crucial element of this Agreement.

The parties hereby agree that the nature of the services to be performed by Mr. Mazurco on behalf of Consultant are special, unique, extraordinary and impossible to replace, which gives them a peculiar value. The failure or refusal of Mr. Mazurco to perform services under this Agreement may cause the Company to terminate this Agreement immediately for cause. The Company may then enforce any or all of its rights against Consultant as it deems proper. The waiver of any specific right in this Agreement shall not constitute a waiver of any other or additional rights at law or pursuant to the terms of this Agreement that either party may have as a result of such failure or refusal. Time is a material factor with regard to Mr. Mazurco's performance of services hereunder, as required in accordance with industry custom and pursuant to the terms of this Agreement.

XI) **Mediation and Binding Arbitration:** Company and Consultant agree to first mediate and then possibly submit to binding arbitration any claims that they may have against each other, of any nature whatsoever, other than those prohibited by law or for disability benefits, pursuant to the rules of the American Arbitration Association.

XII) **Attorneys' Fees and Costs:** The parties agree that should any action be instituted by either party against the other regarding the enforcement of the terms of this Agreement, the prevailing party will be entitled to seek the right to recoup all of its expenses related to such litigation including, but not limited to, reasonable attorneys' fees and costs, both before and after judgment.

XIII) **Miscellaneous Provisions:**

a. **Accuracy of Representations:** Consultant warrants that it has the legal authority to enter into this Agreement and that all representations made by Consultant are factually accurate to the best of its knowledge. Consultant hereby agrees that it has had the opportunity to conduct due diligence of Company and is satisfied with the representations that have been made.

b. **Notices:** The parties agree that all notices that are required to be given under this Agreement shall be given in writing, sent by certified mail, return receipt requested, to the principal place of business of the Company or residence of the Consultant as set forth herein, and as shall be updated as necessary.

c. **Entire Agreement:** This Agreement represents the complete and entire understanding between the parties and any and all prior agreements whether oral or written are deemed null and void. Any modifications to this Agreement may only be made in writing and signed by both parties.

d. **Update of Terms:** The parties agree to act in good faith to negotiate and update the terms, services, fees and obligations contained in this Agreement as circumstances dictate, not less frequently than once each year during the Term.

e. **Severability of Agreement:** To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

f. **Waiver of Breach:** The waiver of any breach of any provision of this Agreement shall not be deemed to constitute a waiver of any other breach of this Agreement. No waiver of Company's rights shall be valid unless placed in writing and signed by an officer of the Company.

g. **Ambiguities Related to Drafting:** The parties agree that any ambiguity created by this document shall not be construed against the drafter.

h. **Choice of Law, Jurisdiction and Venue:** This Agreement shall be interpreted and construed in accordance with the laws of the State of New York applicable to agreements wholly made and performed in the State of New York, without regard to such of its laws as would require the application of laws of another jurisdiction. Should any claims be brought related to terms or conditions of this Agreement, it shall be brought within a court of competent jurisdiction within the State of New York.

i. **Attorney Review:** Consultant warrants and represents that in executing this Agreement, it has had the opportunity to rely on legal advice from an attorney of its choice, so that the terms of this Agreement and their consequences could be fully read and explained and that Consultant fully understands the terms of this Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

**WeMusic, Inc.**  
**"Company"**

Frank Michael Consulting Services Inc.  
**"Consultant"**

By: \_\_\_\_\_  
Mei He  
Chairwoman

By: \_\_\_\_\_  
Frank Michael Mazurco  
President