

## TELEPHONE CONSULTANCY AGREEMENT

THIS CONSULTANCY AGREEMENT (herein referred to as the "**Agreement**"), shall be made by and between Payee (the "**Client**") and Klaudia Kovacs DBA My Success Consultant ("**Consultant**") having a usual place of business at 1626 North Wilcox Avenue #393, Hollywood, CA 90028, on the day payment is made by Client.

### **Recitals**

WHEREAS, Client desires to retain Consultant to serve as a Consultant to the Client, and the Consultant is willing to provide such services:

NOW, in consideration of the mutual understandings and covenants contained herein, the parties agree as follows:

1. **Services.** During the term of this Agreement, Consultant shall use Consultant's best efforts, knowledge and integrity to perform services and advise the Client on business development and expansion, obtaining and managing clients, budgeting and fundraising, marketing and profitability, media and internet presence, organization and personal empowerment and such other advisory tasks as may be reasonably requested from time to time, provided that:

(a) To the extent practicable such services shall be furnished only at such time and places as are mutually satisfactory to the Client and Consultant; and

(b) Consultant shall not be called upon to devote more time than is mutually agreed upon, and

(c) Consultant shall not be required to provide services on projects which are in conflict with commitments which predate this Agreement, and Consultant shall notify the Client of said conflicts and be excused from participating in said projects, and

(d) The Client and Consultant shall negotiate a separate agreement for any services requested by the Client which go beyond the advisory services contemplated herein, and

(e) The Client shall be entitled to use the Consultant's name and approved biography identifying the Consultant as a Consultant in the Client's public filings.

(f) The Client has 90 days after payment has been made to utilize consulting hours purchased.

2. **Compensation and Expenses.** The Client shall pay Consultant a consulting fee stated on <http://www.mysuccessconsultant.com/store/> for the services provided to the Client via telephone, Skype call and/or email correspondence throughout the term of the Agreement. The consulting fee shall be paid in advance, before services start and it is non-refundable. On all film, book or music related projects, Consultant is to receive a

“Producer’s Consultant” credit on all prints and copies of given project as well as on imdb.com.

3. **Termination.** Consultant may terminate this Agreement for any reason and if the Consultant voluntarily ceases to perform her duties, becomes physically or mentally unable to perform her duties, then, reimbursement will be made by Consultant in proportion of the services rendered up to that point.

4. **Independent Contractor Relationship.** Consultant will not be considered as an employee of the Client or entitled to participate in any health insurance, medical, pension, bonus or similar employee benefit plans sponsored by the Client for her/his employees. Consultant shall report all earnings under this Agreement in the manner appropriate to its status as an independent contractor and shall file all necessary reports and pay all taxes with respect to such payments.

5. **Indemnification.** Due to the position of the Consultant, the Client recognizes that Consultant receives many ideas, formats, plans, stories, suggestions, and other materials. Client further recognizes that the material submitted to Consultant may be similar to or identical with material received from Consultant’s other clients and can be in competition with Client’s products or services. Client acknowledges that Consultant has informed Client that Consultant does not accept, consider, or review unsolicited Client’s material unless Client agrees to and accepts that no confidential relationship is established by submitting Client’s material to Consultant. Client shall not be entitled to any compensation in connection with such, similar or identical material. Client shall indemnify and hold harmless the Consultant from and against any and all losses, damages, liabilities, attorney fees, court costs and expenses resulting from Consultant being exposed to such material.

6. **Warranties and Disclaimer.** The Services are performed in a professional and competent manner, conforming to generally accepted standards applicable to services provided by nationally recognized firms specializing in the area of consulting services provided under this Agreement. Consultant has the proper skills, training, and background to provide the Services. Due to the variables and the changes of the economic climate and Consultant’s the lack of control of Client’s actions, the Consultant makes no guarantees and takes no responsibility for the individual results that Client produces.

7. **General.**

***Entire Agreement and Amendments.*** This Agreement represents the entire understanding of the parties and supersedes any proposals or prior Agreements, oral or written, and any other communication between Client and Consultant relating to the subject matter of this Agreement. Any modification of this Agreement will be enforceable only if it is in writing and signed by the parties involved.

**Assignment.** This Agreement binds and inures to the benefit of the parties' successors. This Agreement is not assignable, delegable, sub-licensable or otherwise transferable by Client in whole or in part without the prior written consent of Consultant. Any transfer, assignment, delegation or sublicense by Client without such consent is invalid.

**Attorney's Fees.** If any legal action is commenced or necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

**Notices.** All notices, including notices of address changes, under this Agreement must be sent by registered or certified mail or by overnight commercial delivery to the address set forth in this Agreement by each party.

**Governing Law and Forum.** This Agreement shall be governed by the laws of the State of California. Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in Los Angeles County, California, in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules.