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NYSCEF DOC. NO. 3



May 5, 2017

Anthony Moratta, Chief Executive Officer

GROUP Inc.

10 h Street

Miami Beach, FL 33139

Dear Anthony:

We are extremely pleased and grateful that you have chosen to engage the post of post post post. ("Evins"), on behalf of GROUP Inc. ("LUXNow"). This letter shall serve to formalize the terms of our engagement agreement (the "Agreement"). Each of LUXNow and Evins is individually referred to as a "Party" and collectively the "Parties".

Evins shall render the following services to *LUXNow*: brand architecture, brand essence and brand experience workshop; brand marketing communications, brand positioning and brand promotion; event seeding and event imbedding; influencer marketing and influencer relations; media relations and public relations; strategic partner counsel, cultivation, development and management; as well as blogger relations; digital and social media planning management and optimization; website guidance and strategic business counsel (hereinafter, individually and collectively referred to as "Core Program Services"). This Agreement shall be deemed to have commence on April 1, 2017 and conclude on March 31, 2018 ("Initial Term"). This Agreement can be terminated by either Party, without fault, upon the sixth month anniversary of the commencement date hereof, and at any time thereafter, by giving the other not less than sixty (60) days prior written notice. If not terminated beforehand, upon the concluding date of the Initial Term this Agreement shall automatically terminate, without further action of the Parties unless extended in writing by the mutual agreement of the Parties. Notwithstanding the foregoing, this Agreement can be terminated by either Party in the event of a breach of the terms and conditions hereof, which breach is not remedied within thirty (30) days of receipt of written notice thereof.

Immediately following the commencement of the Initial Term, Evins and LUXNow will jointly develop a comprehensive time and action plan and scope-of-work, detailing the Core Services to be implemented by Evins during the Initial Term, in accordance Evins' Statement of Work for LUXNow, dated April 5th, 2017 (collectively, the "Program"), which are annexed hereto and incorporated herein by reference. The senior management of Evins, will be actively involved in the LUXNow account and work closely with the management of LUXNow on an ongoing basis, and to the extent necessary, to ensure the proper implementation of the Program. Evins will coordinate the implementation of the Program with LUXNow management, obtain the prior written approval of LUXNow management before making any substantive modifications thereto, and communicate with LUXNow management on a frequent and regular basis. On or before the fifteenth of each month, Evins will submit to LUXNow management a report detailing the status and results of all Program initiatives and activities undertaken in the preceding calendar month.

For Services rendered by *Evins* with respect to the Brand Essence and the Program, and the implementation thereof, *LUXNow* shall pay *Evins* a monthly retainer in the amount of \$18,500.00 for the period from April 1, 2017 through April 30, 2017 and, thereafter, from May 1, 2017 through March 31, 2018, *LUXNow* shall pay *Evins* a monthly retainer in the amount of \$10,000.00 ("Core Program Services Monthly Retainer"). The Core Program Services Monthly Retainer is based upon the time estimated to be expended by *Evins* management and account professionals, on a monthly basis, to properly implement the Program. If the Program is expanded by *LUXNow*, or if *LUXNow* requests *Evins* to provide and perform services not included in the Program, necessitating *Evins* to expend additional time above and beyond that provided for under the Core Program Services Monthly Retainer,