INDEX NO.

RECEIVED NYSCEF: 06/25/2019

Eddie's Social Club LLC

111 Fifth Avenue, 12th Floor, New York, NY 10001

CONSULTANCY AGREEMENT

This Consultancy Agreement (the "Agreement")	is made and entered into this March 1, 2018 (the
"Effective Date") by and between	Club, LLC with it's primary business address as
111 5 th Avenue, 12 th Floor, New York, NY 10001 ("ESC") and	
	referred to
individually as a "Party" and collectively as "the	Parties").

WHEREAS, the Company is in the business of developing and deploying computer game systems.

WHEREAS, the Consultant has expertise in the area of business development, and sports venue marketing.

WHEREAS, the Company desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the Company;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

- (a) <u>Engagement</u>. The Company hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the "Services"), and the Consultant hereby accepts the engagement.
- (b) <u>Standard of Services</u>. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.
- (c) <u>Tools, Instruments and Equipment</u>. Company shall provide Consultant's with a laptop computer and a mobile telephone, business cards, and any and all other instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties. All equipment to be returned to the company, at Company's expense, within seven [7] days of termination of this agreement, unless otherwise agreed to by both parties.
- (d) <u>Representation and Warranty</u>. Consultant represents and warrants to the Company that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

2. Consultancy Period

(a) <u>Commencement</u>. This Agreement shall commence on the Effective Date and shall remain in effect for 60 days from the effective date of this agreement, upon Company hiring Consultant as an employee or the termination of this Agreement as provided in Article 2 (b) (the "Consultancy Period").