**ADVISORY AGREEMENT**

THIS ADVISORY AGREEMENT ("Agreement") is made and entered into on the \_\_\_\_\_day of November 2020 by and between (i) Maverick Wine Group LLC, a Kentucky company ("Company") and (ii) Don Freytag ("Advisor").

WHEREAS, Company owns and operates a business which manufactures and sells uniquely positioned wines,

WHEREAS, Advisor has considerable experience in general management, fundraising, strategic planning, sales and marketing;

WHEREAS, Company has agreed to retain Advisor to assist Company with general management, fundraising, strategic planning, sales and marketing efforts and other related assignments;

NOW THEREFORE, in consideration of the above recitals and the consideration described below, the Company and Advisor, desiring to be legally bound, hereby agree as follows:

1. **Term of Agreement**.

The term of this Agreement (the "Term") shall begin as of the date hereof and shall end, unless earlier terminated in accordance with the provisions of Section 4 below, on the earlier of (i) the date which is three (3) years from the date hereof (subject to extension or termination upon mutual agreement of the parties), or (ii) the effective date of an employment agreement intended to be entered into between the Company and Advisor's member, Rachel Finely.

**2. Compensation.**

For all services rendered by the Advisor under this Agreement, during the Term, the Company shall pay a minimum fee of $1,000 (one thousand dollars) per month after the company reaches $1,000,000 (one million dollars) in trailing 12-month revenue. Further, the company shall grant the Advisor the equivalent of one percent (1%) of the company in equity per year, with the first one percent (1%) granted as of the date hereof and the remaining one percent (1%) in equity of the company awarded on the anniversary of each subsequent year of the Term. In addition, the Company will reimburse Advisor for reasonable expenses incurred in the performance of services hereunder which are approved of in advance by the Company and for which Advisor properly accounts in accordance with the Company's regulations and procedures as determined by the Company.

**3. Duties.**

During the Term, Advisor will provide advisory services relating to the general management, sales, marketing, distribution, and design of Company's products and otherwise provide such reasonable services as are requested by Company's Founder and President. Advisor will devote such reasonable time and energy to the business and affairs of the Company as is necessary to perform Advisor's duties hereunder. Company agrees and acknowledges that Advisor may provide services to clients other than Company during the Term. Advisor agrees to perform Advisor's duties hereunder to the best of Advisor's ability and to act on all matters in a manner of which Advisor believes is in the best interests of the Company.

**4. Termination**.

A. This Agreement shall terminate prior to the end of the Term (a) immediately upon the death or Disability (as defined below) of Rachel Finley (b) on a date mutually agreed to by Advisor and Company, or (c) at any time for "Cause" (as defined below). "Disability" means a determination by the Company that, as a result of a physical or mental injury or illness, Advisor is unable to perform the essential functions related to the services to be provided under this Agreement by Advisor, with or without reasonable accommodation. "Cause" shall mean (i) Advisor's material breach of this Agreement; (ii) conduct by Advisor in connection with Advisor's duties that is fraudulent, unlawful, or grossly negligent; or (iii) conviction of Advisor of a felony or other crime, or any other misconduct by Advisor which causes economic damage to the Company or its affiliates.

**5. Representations of Advisor**.

Advisor hereby represents, warrants, and agrees with the Company, that:

A. The execution, delivery, and performance of this Agreement (i) will not constitute a default under or conflict with any agreement or instrument to which Advisor is a party, (ii) will not conflict with or violate any order, judgment, decree, statute, ordinance or regulation applicable to Advisor, and (iii) does not require the consent of any person or entity.

B. Advisor shall pay all taxes owed as a result of payments made by Company to Advisor hereunder and file all tax returns and reports required to be filed on the basis of income received pursuant to this Agreement.

C. Advisor is an independent contractor of Company.

D. This Agreement has been duly executed and delivered by Advisor and constitutes the valid and binding agreement of Advisor enforceable against Advisor in accordance with its terms.

**6. Confidentiality.**

A. Definitions.

[1] For the purposes of this Agreement, "Confidential Information" means confidential or proprietary information, that is used in or held by the Company for use in its business and that [a] derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by other individuals or entities who can obtain economic value from its disclosure or use, and [b] is the subject of efforts by Company that were reasonable under the circumstances to maintain its secrecy.

[2] Confidential Information includes, without limitation, [a] inventions, mask works, trade secrets, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques, and [b] information regarding research, development, new products and services, marketing and selling, business plans, business method, budgets and financial 2 statements, licenses, prices and costs, contractors, agents, business partners, suppliers and customers (and any contracts related thereto).

[3 ] Confidential Information does not include any information which [a] Advisor can show, by written records, was in the Advisor's possession before receipt of the information from the Company; [b] is or becomes available to the general public, other than as a result of disclosure by Advisor; [c] is or becomes available, to Advisor from a third party on a non-confidential basis, or [d] consists of ideas, concepts, and know-how developed or acquired by Advisor prior to the date hereof to the extent the same could have been obtained or acquired through general learning, without access to the Company's Confidential Information.

B. Non-Disclosure of Confidential Information. During the Term and for three years thereafter:

[1] Advisor will not, without the prior written consent of the Company, disclose any Confidential Information to any individual or entity, except that Advisor can make disclosures required for the performance of Advisor's duties under this Agreement to the extent approved in advance by the Company.

[2] Advisor will not, without the prior written consent of the Company, reproduce or copy, or permit the reproduction or copying of any of the Confidential Information, except that Advisor can make adequate reproduction and copying for the performance of Advisor's duties under this Agreement to the extent approved in advance by the Company.

[3] If Advisor is required by legal process to disclose any of the Confidential Information, Advisor will provide the Company with notice of such requirement so that the Company may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. if a protective order or other remedy is obtained, Advisor will use all reasonable efforts to assure that all Confidential information disclosed will be covered by the order or other remedy. Whether a protective order or other remedy is obtained, or the Company waives compliance with the provisions of this Agreement, Advisor will disclose only that portion of the Confidential Information which Advisor legally required to disclose.

[4] Advisor covenants and agrees that he will use the Confidential Information solely for the purposes of fulfilling his duties under this Agreement and will not use the Confidential Information for any other purpose without the prior written consent of the Company.

**7. Miscellaneous**.

A. No Assignment. This Agreement and all rights and obligations of Advisor may not be transferred or assigned by Advisor to any entity that is not controlled by Rachel Finley without Company's prior written consent. The Company may assign its rights under this Agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity

B. Waiver of Breach. No provision of this Agreement will be modified, waived, or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Advisor and by an authorized officer of the Company (other than Advisor). No waiver by either party hereto of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

C. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. It may not be changed orally, but only by an amendment in writing signed by the parties hereto. All prior agreements or understandings concerning the subject matter of this Agreement are hereby canceled and superseded by this Agreement.

D. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remainder of this Agreement.

E. Headings. The headings contained in this Agreement are for convenience only and will not be deemed a part of this Agreement in construing or interpreting the provisions hereof

F. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kentucky, without regard to its choice of law principles.

G. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**ADVISOR**: Private Label Vintage & Spirits LLC. Rachel Finley, President

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPANY**:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_