

Tiamo,

I have taken serious time to digest and weigh your termination agreement. After consulting multiple attorneys, speakers, coaches, and friends - I've come to this response.

I imagine that from your perspective this seems like a sound decision. However, this document feels fearful, defensive, and short-sighted. I propose amendments to it before I would be comfortable signing. Before getting into those terms, I'd like to share the following.

I would have loved to have had a conversation and shared with you the things that you do not know - but are on record - as it pertains to the process of meeting, discussing, and drafting the group letter to you. You may view me as the instigator, but I did nothing more than help organize and facilitate everyone being able to share their voice and express their dissatisfaction with your program and specifically address the quality of the video demo reels.

No one ever sought to assault your character, but to help you see where your program has fallen short. The recordings I have clearly demonstrate that. I know where your intentions lie, but this goes beyond intentions and into results.

The truth is that the vast majority of your Mastermind members feel that value has not been delivered commiserate with funds spent, I don't need to tell you - that's a serious problem.

I can understand how you had a vision and built something that created the results you wanted for you and your family, but it's equally important to look at the brutally honest feedback of your customers and ask the hard questions.

"Has this provided you with \$25k worth of value?" "Did I deliver on your expectations?" "Where did I fall short, and what can I do better?"

I hope those are questions you will ask. Had you asked me, I would have told you (and to a large degree, I feel I have).

With regards to this termination agreement, I must again stand for value, honor, and integrity. This document falls short in restoring value and holding the spirit of honor and trust.

I was saddened to see your gag order and attempting to force me into a corner of ending personal relationships and honestly sharing my experience. Of course, I would never publicly disparage your character - because I believe you to be a good person who has been hurt in the past. I see your legal and personal defense structure and hope that you can soften those to receive the growth and connections that I and the other Wolfpack members were so ready and willing to give you.

As I said, I've consulted my legal counsel and don't want to have to go down a litigation route. Knowing that could cost tens to hundreds of thousands of dollars - it's reasonable to think you don't want to go that direction either.

What I propose is the following.

I will sign a non-disparagement agreement as it pertains only to the program from 2/25/2018-11/15/2018, stating that I will not publicly disparage you, your character, or your program. I will not stop relationships with my friends in the group, and trying to stop them from doing any business with me is extreme to say the least.

As it pertains to your Mastermind, I would not offer any competing product or service until the program terminates, if at all.

We've talked in the past about trust. If you remember, I told you that trust is earned. This termination agreement doesn't build on that bridge of trust. Given that we don't have trust, there is no way to accept a 10 month payment plan.

You removed me from your program without just cause and there is no way to trust that you will honor making all payments. Especially given your clause that you would stop payments if you had any suspicion that I were engaged with other mastermind members or talking about you or your program.

Attempting to hold me hostage to a life-long gag order for \$7k and to not carry on friendships is in no way a balanced deal. If you want me to go away and be as if I never existed in your program, then it stands to reason that financial remuneration should be made to restore me to the state I was in before I entered your program.

Therefore, a lump sum payment or short-term payment plan is all that is acceptable and will be proposed at the close of this document.

I understand that this probably was drafted in a state of defense and protection. I know that's not what you stand for and it certainly isn't what I stand for.

This action on your part has really created some serious pain and suffering on my end. I jumped full-on into this program and did everything at each stage to be ready. I delivered over and over and asked you to step up and honor the spirit of your VIP Elite invitation letter, where you state you'll "do everything in my power to help you succeed."

I think we both know you could have done many things to open your network and provide me with results to match that promise. If you can't see the quality of my character - that's on you. I told you from the very first day at the Music Prosperity Mastery live event who I was and what I stood for and I've shown that to this group.

Where your program has delivered is in the one-on-one calls with you, individual coaching calls with our coaches, and group bonding exercises. You did really well with those.

Furthermore, your information and ideas are useful.

However, given that we already have them in your Part Time Musician Full-Time Income course, and many of us had already paid for them (myself included) - it's a shame that the group calls were merely rehashing a \$497 course's modules.

I and the other members felt these calls were a precious waste of time that could have been used for so much more. Bring on event planners. Have them review our materials. Let us pitch them. That would have been so valuable.

Your lead directories also fell short of the mark. You told us that you'd spent 10 years building this network of contacts - when in reality these were cold leads, databases, and even a list of company names, urls, and generic email addresses. That is not a contact list built from 10 years of work. That is a Google homework session or a Fiverr task.

We've already discussed the video and I hope you've actually heard us and taken it to heart.

You and I also have talked extensively about the Referral Circle and it's clear that it is not anything you actually built a system around to deliver on.

Furthermore, you outright lied to me and told me that the other VIP Elites were all asking you for referrals. I spoke with each one and they all said they had never asked you for a referral. That really hurt man.

The bottom line is that you pitched us on key content pieces of warm contacts, a top quality done-for-you demo reel, and a referral circle that was pictured as booming. None of these were delivered on.

Remember when you held your phone up and enthusiastically shared how you'd gotten two requests to speak JUST during the Music Prosperity Mastery Seminar and that you might have to pass on them because they weren't at your \$10k fee? And that those would go to Referral Circle members? That's misleading man.

That conveys that you have a plethora of leads and a system in place for getting your VIP Elites real stages.

So, the bottom line is this. Your program hasn't delivered and now to be cut off from any hope it might?! That's the entire Mastermind value gone. We could talk pain, suffering, damages, etc. It's safe to say this easily adds up to way more than \$24,997.

However, I understand that we have to reach a mutual agreement. To that end, I am willing to sign the NDA as per my conditions and accept payment terms as listed below.

Payment will be made via PayPal or Venmo ([support@artistevolution.com](mailto:support@artistevolution.com) and @ahand respectively).

Furthermore, no aspect of me, my likeness, audio, video, or any other form of media can be used by you, Be the Dream LLC, Be the Dream Inc, or any other property or business you use now or will create in the future in perpetuity throughout the world.

There will be no terms for stopping payments. If I break the Non-Disparagement agreement, you can take appropriate action in a court of law to address such a breach.

Your response is required by 11/26/2018 or I will assume you are declining a resolution and I will take appropriate action.

Wishing you the best,

Andrew

### **Payment Terms Agreement**

Check box for which payment terms you are agreeing to.

[  ] I agree to the payment of \$24,990 USD to be paid in monthly installments of \$8,330 USD, beginning on Dec 1, 2018 and ending Feb 1, 2019 via PayPal or Venmo to Andrew Hand via the listed accounts. If the full sum of \$24,990 USD is not paid by Feb 1, 2018, I agree that Andrew Hand has legal right to file suit for the remaining sum, enforceable in a court of law.

[  ] I agree to the in-full payment of \$21,750 USD to be paid by Dec 1, 2018 via PayPal or Venmo to Andrew Hand via the listed accounts. If the full sum of \$21,750 USD is not paid by Dec 1, 2018, I agree that Andrew Hand has legal right to file suit for the remaining sum, enforceable in a court of law.

Name Printed \_\_\_\_\_ Date \_\_\_\_\_

Name Signed \_\_\_\_\_

### **Non-Disparagement Agreement**

I, Andrew Hand, agree that I will not publicly disparage Tiamo De Vettori or his program(s) as it pertains to my involvement in them from 2/25/2018-11/15/2018 for the duration of 5 years from the signing of this document, either online or offline.

I furthermore agree to not offer any competing business or services to any program participants for the duration of the 2018-2019 Mastermind Program until 3/25/2019.

Name Printed \_\_\_\_\_ Date \_\_\_\_\_

Name Signed \_\_\_\_\_

By signing below, both parties agree to these terms and that this is a legally binding document, enforceable in a court of law.

Name Printed \_\_\_\_\_ Date \_\_\_\_\_

Name Signed \_\_\_\_\_

Name Printed \_\_\_\_\_ Date \_\_\_\_\_

Name Signed \_\_\_\_\_