

EXHIBIT 1

MANAGEMENT AGREEMENT

March 3rd 2015
~~August [] 2014~~

Belcalis M. Almanzar

Re: WorldStar Marketing Group, Inc. with Belcalis M. Almanzar p/k/a "Cardi B."

Dear Belcalis:

The following, when signed by you and by an authorized representative of WorldStar Marketing Group, Inc. ("Manager"), will constitute a complete and binding agreement (this "Agreement") between you and Manager with respect to your engagement of Manager as your exclusive personal manager:

1. Territory

The world (the "Territory").

2. Scope of Manager's Activities

(a) During the Term (as hereinafter defined), Manager shall be your exclusive personal manager throughout the Territory and shall confer with, counsel, guide and advise you in all matters pertaining to your career in the entertainment and amusement industries, including, without limitation, in connection with your live performances, personal appearances, recording and producing of musical and lyrical material, music publishing, motion pictures, legitimate theater, television, concerts, the use of your name, likeness and biographical information for commercial or promotional purposes and the sale, lease or other disposition of musical, literary, dramatic or other artistic material which you may create, compose or acquire (collectively the "Entertainment Industries").

(b) Manager's services hereunder shall include, without limitation, the following:

(i) regularly reviewing with you all actual and potential venues and engagements of your talents and services in the Entertainment Industries and all other matters relating to your professional career therein;

(ii) assisting you in the selection of, and preliminary negotiation with, the following: theatrical, booking and similar agencies; other third parties that seek and/or procure employment and engagement for artists; and other potential users of your talents and services;

(iii) acting as your liaison to television, video, record, publishing and merchandising companies, and other actual and potential users of your talents and services

(iv) counseling and assisting you in the development of a professional act;

(v) assisting you in the selection and procurement of artistic and literary material for your exploitation as a performer, artist and songwriter; and

(vi) assisting you in the selection and engagement of artists, producers, engineers, mixers, writers, musical directors, choreographers, vocal coaches, video directors and producers, and other creative and technical personnel.

(c) You acknowledge and agree that Manager's services hereunder shall not be exclusive to you and that nothing contained herein shall prohibit Manager from providing similar services for others or from engaging in other business activities during the Term.

3. Term

(a) The term of this Agreement (the "Term") shall consist of an initial period of one (1) year commencing on the date hereof (the "First Contract Period") plus the additional contract period(s), if applicable, by which the Term may be extended by Manger's exercise of the options granted to Manager in the following paragraph 3(b).

(b) You hereby irrevocably grant to Manager the options (the "Options") to extend the Term for up to four (4) consecutive additional periods of one (1) year each, the first period to commence immediately upon the expiration of the First Contract Period (the "Second Contract Period"), the second period to commence immediately upon the expiration of the Second Contract Period (the "Third Contract Period"), the third period to commence immediately upon the expiration of the Third Contract Period (the "Fourth Contract Period") and the fourth period to commence immediately upon the expiration of the Fourth Contract Period. Each Option shall be deemed to be exercised by Manager unless Manager shall give you written notice to the contrary at any time prior to the date that the First Contract Period, Second Contract Period, Third Contract Period or Fourth Contract Period, as applicable, would otherwise expire.

4. Manager's Commission

(a) In consideration for the services rendered by Manager hereunder, you shall pay a commission ("Manager's Commission") to Manager of twenty percent (20%) of your Gross Income (as hereinafter defined).

(b) As used in this Agreement, "Gross Income" shall mean any and all gross monies or other considerations earned, paid or payable to you or on your behalf (including, without limitation, paid pr payable to entities in which you have an interest) in connection with your services and activities in the Entertainment Industries, including, without limitation, your salaries, earnings, fees, royalties, advances, gifts, profits, guarantees and net recoveries of claims for damages (whether by judgment, settlement or decree). Notwithstanding the foregoing sentence, Gross Income shall not include, and there shall be deducted therefrom, the following:

(i) all income that you earn from live dance performances that are conducted within the New York City metropolitan area; provided, however that any income from the recording, broadcast, streaming or other exploitation of any such performance shall be included in Gross Income;

(ii) all music publishing income retained by or payable to third parties including, without limitation, songwriter royalties payable to third party co-writers and publishing company administration fees;

(iii) actual recording, production and other recoupable costs of master recordings and audio visual works other than payments retained by you (e.g., musicians fees and producers fees) as a portion of those recording costs provided, however, not more than sixty five (65%) percent of any "all-in" recording or production fund payable to you shall be deemed to be non-commissionable costs for purposes of this paragraph, and the remainder of such fund shall be deemed Gross Income hereunder;

(iv) advances and royalties paid to (A) third party record producers and (B) third party producers and directors of audio visual works;

(v) income derived by any entity in which Manager has a proprietary or income interest, but only to the extent of Manager's interest therein;

(vi) reasonable "tour expenses" in connection with your concerts and other live engagements, including, without limitation, costs incurred in connection with (A) opening or other support acts, (B) hiring and transporting "sound and light" facilities (e.g., video projection and special effects equipment), costumes, props and other similar or related costs, and (C) the hiring, transporting and accommodating of technical and creative personnel, including, without limitation, security personnel, engineers, choreographers, costumers, musical directors, sound and lighting engineers, and personnel required to erect, dismantle, transport and operate sound, light, and video facilities and other similar or related equipment;

(vii) any income derived by you from non-entertainment related activities (except to the extent that you also perform entertainment services in connection therewith); and

(viii) income derived from agreements entered into after the expiration or termination of the Term. In this connection, all agreements substantially negotiated during the Term and entered into within six (6) months thereafter shall be deemed entered into during the Term.

(c) Manager's entitlement to Manager's Commission after the Term which Commission is derived from agreements entered into or services performed during the Term shall continue for an additional period (the "Post Term Period") equal to the actual duration of the Term. By way of illustration only, if the Term extends for three (3) years, then Manager's participation in such Gross Income received by you after the Term shall extend for a Post Term Period equal to three (3) years. After the expiration of the Post Term Period, Manager shall no longer be entitled to any portion of the Manager's Commission or otherwise receive any portion of your Gross Income.

(d) Notwithstanding anything to the contrary contained in this paragraph 4:

(i) with respect to audio and/or video performances released during the Post Term Period which are derived from master recordings embodying your performances which were recorded during the Term, Manager's Commission shall be reduced to ten (10%) percent of your Gross Income during the Post Term Period; and

(ii) with respect to audio and/or video performances released during the Post Term Period which are derived from master recordings embodying your performances which were recorded during the Post Term Period, Manager's Commission shall be reduced to five (5%) percent of your Gross Income during the Post Term Period.

5. Collection of Monies, Accountings and Audit Rights

(a) All Gross Income shall be paid to and collected by your independent business manager ("Business Manager"), if applicable, and such Business Manager will render monthly accountings and payment hereunder (if any) to you and Manager. You hereby initially designate Manager as your initial Business Manager. Said Business Manager is hereby authorized and directed by you to pay Manager's Commission (and all reimbursable expenses pursuant to paragraph 6 hereof) directly to Manager. Any and all Gross Compensation received directly by you or Manager shall be delivered by you or Manager, as the case may be, to Business Manager within five (5) business days following your or Manager's receipt thereof. Within seven (7) business days of receipt of such Gross Income, Business Manager shall pay to Manager the Manager's Commission.

(b) Upon written notice by either party to the other, the party to whom such notice is addressed shall furnish an accounting to the other party of all transactions between the parties since the last such accounting, within thirty (30) days of such request; provided, however, that neither party shall be obligated to account to the other more than twelve (12) times in any one (1) year period. Each party shall have the right to reasonable inspection of the other's books and records which relate to the subject matter hereof in order to verify the accuracy of such accountings, provided that each party shall be deemed to have consented to all accountings rendered by the other hereunder and said accountings shall be binding upon each party and not subject to objection for any reason unless specific written objection, stating the basis thereof, is given to the other party within two (2) years after the date rendered.

6. Management Expenses:

(a) You (or Business Manager) will reimburse Manager for any and all expenses incurred by Manager on your behalf in connection with Manager's services performed hereunder, provided that: (i) you will not be responsible for any portion of Manager's overhead expenses; and (ii) subject to paragraph 6(a)(iii) of this Agreement, if Manager incurs travel expenses on behalf of both you and other of Manager's clients, you shall be responsible only for your *pro rata share* of such expenses.

(b) Manager shall furnish you and Business Manager with appropriate documentation of Manager's expenses within thirty (30) days after the date such expense is

incurred, and reimbursement of such expenses, as appropriate, shall be made in connection with the monthly accountings referred to in paragraph 5(a) of this Agreement.

7. Manager's Power of Attorney

You hereby grant Manager a limited power of attorney and appoint Manager as your true and lawful agent and attorney-in-fact to do for you and on your behalf the matters related to this Agreement. Manager's power of attorney shall be expressly limited to live appearance "one-nighters" or a series of live appearance "one-nighters," until such time that it is expanded by you. Such appointment is coupled with an interest.

8. Representations and Warranties

(a) You represent, warrant and agree that:

(i) You are not under any disability, restriction or prohibition, either contractual, by force of any applicable law or otherwise, with respect to your right to execute this Agreement or to perform fully all of its terms and conditions; and

(ii) You have the full right, power and authority to (A) use the name "Cardi B." or any other name under which you perform entertainment services (the "Name") and (B) do business thereunder, and Manager's permissible activities on your behalf under this Agreement will not infringe upon, violate or interfere with the rights, whether statutory or otherwise, of any third party. For the avoidance of doubt, this Agreement shall govern you whether you use any other name or are a member of any performing group.

(b) *Manager represents and warrants that Manager is not under any disability, restriction or prohibition, either contractual or otherwise, with respect to Manager's right to execute this Agreement or to perform fully its terms and conditions.*

(c) You hereby acknowledge that Manager is not an employment agent, theatrical agent, or licensed artists' manager, and that Manager has not promised to procure employment or engagements for you, and that Manager shall not be obligated to procure or to attempt to procure any employment or engagements for you hereunder. You shall be solely responsible for payment of all necessary commissions to booking or similar agencies.

(d) You and Manager each warrant and represent that in executing this Agreement, each of you (i) have relied solely upon your own judgment, belief and knowledge and the advice and recommendations of your own independently selected and retained counsel concerning the nature, extent and duration of your respective rights and obligations hereunder, and (ii) have not been influenced to any extent whatsoever in executing this Agreement by any representations or statements made with respect to any matters (other than as specifically set forth herein) by the other party or representatives of such party.

9. Indemnification

You and Manager agree to indemnify, and hereby do indemnify, save and hold the other harmless from all loss, damage and expenses (including legal costs and reasonable

attorney's fees) arising out of or connected with any claim by any third party which shall be inconsistent with any agreement, warranty or representation made by you or Manager in this Agreement, provided such claim is reduced to a final adverse judgment or settled with the prior written consent of the indemnifying party. You and Manager each agree to reimburse the other, on demand, for any payment made at any time after the date hereof with respect to any liability to which the foregoing indemnity applies.

10. Cure

In order to make specific and definite, and/or to eliminate, if possible, any controversy which may arise between the parties hereunder, you and Manager agree that if at any time you or Manager, as applicable, believe that the terms of this Agreement are not being fully and faithfully performed hereunder, you or Manager, as applicable, will so advise the other in writing by registered or certified mail, return receipt requested, of the specific nature of any such claim, non-performance or misfeasance, and the party receiving such notice shall have a period of thirty (30) days after receipt thereof within which to cure such claimed breach.

11. Independent Counsel

You and Manager specifically acknowledge that each of you (i) have been advised to seek your own independent counsel concerning the interpretation and legal effect of this Agreement and (ii) have either obtained such counsel or have intentionally refrained from doing so and have knowingly and voluntarily waived such right.

12. Notices

All notices pursuant to this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested or telegraph (prepaid) at the respective addresses set forth herein or such other address(es) as may be designated by either party. Such notices shall be deemed given when mailed or delivered to a telegraph office, except that a notice of change of address shall be effective only from the date of its receipt.

13. Miscellaneous:

(a) This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated, except by an instrument signed by the parties hereto. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party. This Agreement shall not be construed to create a partnership or joint venture between you and Manager. The headings in this Agreement are provided for convenience only and are not to be used in construing this Agreement.

(b) This Agreement has been entered into in the State of New York, and the validity, interpretation and legal affect of this Agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within that State,

without giving effect to conflict of law principles. In any action or proceeding arising from or relating to this Agreement, the parties agree that the jurisdiction and venue shall be exclusively in the federal and state courts located in the County of New York, State of New York, and each party waives any objection it may have with respect to the jurisdiction of such courts or the inconvenience of such forum or venue.

(c) If you form a corporation or other legal entity during the Term or use an existing corporation for the purposes of furnishing and exploiting your artistic talents, you agree that such corporation or legal entity is hereby deemed to have entered into a management agreement with Manager from its inception identical in all respects to this Agreement (except as to the parties thereto). In such event the gross earnings of such corporation or other entity shall be included as part of the Gross Income.

Very truly yours,

WorldStar Marketing Group, Inc.

By: [Signature]
Name: Klenord Raphael
Title: President and CEO

CONSENTED AND AGREED TO:

Belcalis M. Almanzar p/k/a Cardi B.

[Signature]

Name: Belcalis M. Almanzar

S.S.#:

Birthdate: [Redacted] 1992

Address:

Sworn to before me this 3rd day of March 2015
[Signature]

CARLINE E LEGROS
Notary Public, State of New York
No. 01LE6225912
Qualified in Nassau County
Commission Expires July 26, 2018