

CONSULTING AGREEMENT

Consulting Agreement made this 11th day of April, 2017 (the "Effective Date") between Galileo Tech Media L.L.C. (the "Company"), a New York corporation having its principal office at 132 East 43rd Street, #534, New York, NY and Emily Wilhoit (the "Consultant"), an individual residing at 1113 Starwood Ct. Charleston, SC 29412.

WITNESSETH:

WHEREAS, the Company is in the business of providing technology, marketing, consulting, content development, software as a service, education, and travel services (the "Company Services"); and

WHEREAS, the Company desires to retain the services of Consultant as an independent contractor pursuant to the terms and conditions hereof and Consultant desires to accept such engagement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and as a condition of Consultant's engagement, and for other good and valuable consideration, the parties hereto hereby agree as follows:

1. Consultant's Duties. The Consultant agrees:

a. that at any time during the term of this Agreement, the Company through written work orders, accepted proposals, trouble tickets, or other instruments, may request the Consultant to supply or perform seo writing and seo optimization tasks ("Services"), and the Consultant agrees to perform those Services ("Consultant's Services"), each such request regardless of form shall be deemed a "Work Order" governed by and subject to the terms and conditions of this Agreement;

b. that agreements or stipulations in any Work Order that are contrary to any term of this Agreement shall be void, unless the Company and the Consultant have expressly agreed in writing that such agreement or stipulation shall supersede the terms of this Agreement;

c. that each Work Order will describe the Services to be performed, the schedule for the performance of the Services, any identifiable work product to be delivered by the Consultant, and the fixed price, hourly rate, or other fees for the Services ("Fees"); and

d. to abide by the Company's written policies and procedures, and by such other policies and procedures which Consultant has received notice of.

2. Consultant's Representation and Warranties Consultant represents and warrants that:

a. the execution and performance of Consultant's obligations pursuant to this Agreement will not conflict with, result in the breach of, or constitute a default or violation of any other agreement by which Consultant is bound, including, but not limited to, any agreement with any of Consultant's former employers;

b. to the extent that Consultant heretofore has received any proprietary, confidential or privileged information of any third party, Consultant is instructed and agrees to keep such information in confidence in fulfillment of his/her legal, ethical and/or contractual obligations to such third party. The Company neither requests nor desires any disclosure of such information to the Company; and

c. Consultant shall not bring any action, claim, suit or the like, against the Company in any jurisdiction other than as permitted pursuant to Section 8.j. hereof; and

d. this Agreement is the valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms.

3. The Company's Representation and Warranties The Company represents and warrants that:

a. the execution and performance of the Company's obligations pursuant to this Agreement, will not conflict with, result in the breach of, or constitute a default or violation of any other agreement by which the Company is bound; and

b. this Agreement is the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally or by limitations on the availability of equitable remedies.

4. Consultant's Covenants In consideration of the compensation being paid to Consultant hereunder, Consultant covenants that:

a. Any work performed by the Consultant and any proposals which the Consultant makes to the Company (together the "Work Product"), shall be "work for hire" and may be freely used by the Company and, in the sole discretion of the Company, by any licensees of the Company, during and following Consultant's engagement by the Company without additional compensation to the Consultant.

b. Consultant shall not at any time, whether during the term of this Agreement or thereafter, divulge or appropriate for Consultant's own use or for the use of any third party, except as specifically authorized or directed by the Company in writing, any secret, confidential or proprietary information or knowledge regarding the Company or its assets including any inventions, products or projects whether complete or in the research and development stage, or any technologies licensed to the Company on a confidential basis whether made known to the Consultant during the course of Consultant's engagement or which Consultant becomes aware of in any other manner in connection with Consultant providing services hereunder.

c. All ideas, developments, discoveries, inventions, and improvements, whether or not eligible for registration under patent, copyright, trade name or trademark laws, made by the Consultant in the course of Consultant's engagement by the Company which deal with the business of the Company shall be the exclusive property of the Company (all taken together with the Work Product as defined in subsection a. above are herein considered "Work Product"). To the extent any Work Product is, for any purpose, not considered as work for hire, the Consultant hereby assigns and transfers any right, title, and interest which Consultant may obtain under any law of any jurisdiction without any additional compensation other than as provided herein, all Work Product including but not limited to all ideas, discoveries, inventions, and improvements, whether or not eligible for registration under patent, copyright, trade name or trademark laws, which are made, conceived or reduced to practice by the Consultant, alone or with others, and which result for tasks performed by Consultant pursuant to Consultant's engagement hereunder. In furtherance thereof, Consultant agrees to perform, upon the reasonable request of the Company, during the term of this Agreement and thereafter, such further acts as may be necessary or desirable to transfer, perfect, and defend the Company's ownership of the Work Product, including but not limited to: (i) signing all documents or other papers and performing such other acts and undertakings as the Company reasonably deems necessary or desirable and/or may reasonably require to protect the Company's rights to the foregoing, including, and not in limitation, applying for, obtaining and enforcing worldwide registrations in any country whether now existing or coming into existence in the future; (ii) executing, acknowledging, and delivering any requested affidavits and documents of assignment and conveyance; (iii) assisting in the preparation, prosecution, procurement, maintenance and enforcement of all copyrights and/or patents with respect to the Work Product in any countries; (iv) providing truthful testimony in connection with any proceeding affecting the right, title, or interest of the Company in any Work Product; and (v) performing any other acts deemed necessary or desirable to carry out the purposes of this Agreement. The Company shall reimburse all reasonable outofpocket expenses incurred by Consultant at the Company's request in connection with the foregoing.

d. At the sole cost of the Company, Consultant agrees to furnish such information and proper assistance to the Company during and/or following the period of Consultant's

engagement as may reasonably be required by Consultant in connection with any litigation, regulatory or administrative investigation or proceeding in which the Consultant is or may become a party.

e. Upon termination of Consultant's services for any reason, Consultant shall submit to the Company all documents, records, plans and any other tangible materials (whether in written form or stored on magnetic or any other type of computer or machine-readable media) obtained or developed by the Consultant which is in any way related or incidental to Consultant's engagement, which are in Consultant's possession or under Consultant's control. In addition, Consultant shall to the fullest extent possible reduce to useful documentary or media form and submit to the Company all, material knowledge and information which Consultant developed or acquired in connection with Consultant's engagement and which the Company would not otherwise reasonably possess.

f. Consultant agrees that, without the prior written consent of the Company in its sole discretion, during the Consulting Period and for a period of **eight (8) months** after the date on which Consultant ceases, for any reason, to be engaged by the Company, Consultant shall not, directly or indirectly (whether as an employee, director, officer, employer, agent, consultant, independent contractor, owner, shareholder, partner, or otherwise), except as an employee or consultant of the Company, solicit, accept, or service any existing or future Company Services of any kind, from any customer (including any active and/or prospective customer who is an actual or intended object of substantive solicitation by the Company) of the Company (whether pursuant to this Agreement or otherwise); and/or from any of the parents, subsidiaries, associated entities, successors and/or assigns of any such customer; or assist or be employed, retained, or engaged by any person in soliciting, accepting, or servicing any existing or future Company Services of any kind from any of the customers; or request, advise, and/or encourage any of such customers or any of the parents, subsidiaries, associated entities, successors and/or assigns of any such customers, to terminate, withdraw from, cancel or renegotiate any contract with the Company or to contract with others any of its existing or future Company Services of any kind; or offer employment to or employ any person who is then, or had been within six months of such offer, an employee of the Company; or solicit any employee of the Company to terminate his or her employment relationship or in any way to act in a manner detrimental to his or her employee status.

g. the execution of, and performance of Consultant's obligations pursuant to, this Agreement will not conflict with, result in the breach of, or constitute a default or violation of any other agreement by which Consultant is bound, including, if Consultant is an individual, any agreement with any of Consultant's former employers;

h. Consultant agrees to discharge all Consultant's legal obligations applicable to the Consultant.

i. Upon any breach of any of Section 4.a. through Section 4.h., inclusive (the "Consultant Covenants"), the Company shall have the right to require the Consultant to account for and pay over to the Company, all compensation, profits, monies, accruals, increments or other benefits (collectively, "Benefits") derived or received by the Consultant as the result of any transactions constituting a breach of any Consultant Covenant, and the Consultant shall account for and pay over such Benefits to the Company. The Company may set off any amounts due to the Consultant under this Agreement against any amounts owed to the Consultant by the Company. In the event that it shall be finally determined that the Company wrongfully offset any amounts owed by the Company to the Consultant, the Company shall be required to pay to the Consultant such amounts, together with any interest accrued thereon from the date said amounts were offset to the date when paid, at the rate of the lesser of the prime rate of interest as in effect at the Citibank, N.A. or ten percent (10%) per annum.

j. Consultant's Covenants under this Section 4 shall survive any termination of Consultant's engagement and shall thereafter continue to be enforceable.

5. Compensation.

a. The Company shall pay to the Consultant consulting fees as specified in Work Orders. Consultant shall invoice the Company no less frequently than monthly.

b. All costs and expenses of Consultant shall be the sole and exclusive responsibility of Consultant.

c. Consultant shall be responsible for the proper and timely reporting and payment of all taxes and other payments of any nature or kind due to any governmental, taxing or regulatory body which relate to the fees paid to the Consultant pursuant to this Agreement. Consultant shall indemnify the Company against any and all claims which may at any time be made against the Company relating to Consultant's obligations as described in this paragraph and against all costs and expenses of any nature or kind which the Company shall incur in connection with the investigation, defense, settlement, and/or appeal of such claims.

6. Indemnification.

Consultant agrees to indemnify, defend, and hold the Company, its directors, officers, employees and agents, harmless, and defend any action brought against any of them with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that:

- a. if true, would constitute a breach of, any of Consultant's representations, warranties contained in this Agreement;
- b. arises out of the negligence or willful misconduct of Consultant; or
- c. any material provided to Company or to any customer of the Company infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or licenses.

7. Term; Termination

- a. The initial term of this Agreement shall be six (6) months (the "Initial Term"). Thereafter, the term of this Agreement will automatically extend for successive six (6) month periods unless either party delivers notice of its intention to not renew at least thirty (30) days prior to the expiration of the Initial Term or any renewal term (collectively, the "Consulting Period").
- b. If the Consultant is an individual and the Consultant dies during the Consulting Period, the Consultant's engagement shall terminate as of the date of Consultant's death and all consulting fees then earned shall be paid to Consultant's Estate. In the event such individual Consultant, in Company's opinion, is unable to perform Consultant's duties as a result of the Consultant's physical or mental disability or incapacity in Company's opinion ("Incapacity"), the Company may terminate the Consultant's engagement upon delivering written notice to the Consultant. If this Agreement is terminated due to Incapacity, all consulting fees earned through the termination date shall be paid to the Consultant.
- c. This Consulting Agreement may be terminated by the Company, in its sole discretion, prior to the end of the Consulting Period upon written notice to the Consultant. All consulting fees earned through the termination date shall be paid to the Consultant.
- d. Consultant may terminate this Agreement and Consultant's engagement hereunder at any time by giving the Company no less than thirty (30) days prior written notice of the date of such termination. The Company may, in its sole discretion, may terminate this Agreement and Consultant's engagement hereunder immediately upon receipt of such written notice or at any time prior to the date of termination as contained in Consultant's written notice. All consulting fees earned by Consultant through the date of termination shall be paid to Consultant within thirty (30) days of said termination.

8. Other Provisions.

a. Notice. Any notice required or permitted hereunder shall be validly and effectively given only if delivered personally to the other party, or if sent by certified mail, postage prepaid, to the address of the respective party first above indicated or to such other address as shall be advised by either party to the other in writing. For purposes of proving delivery by mail as aforesaid, unless otherwise specifically provided, it shall be sufficient to demonstrate that the letter containing the notice was properly addressed and duly deposited at a post office as a certified letter with sufficient postage attached thereto.

b. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

c. Section Headings. The headings of the Sections of this Agreement are for convenience and reference only and shall not affect the construction or interpretation of any of the provisions hereof.

d. Severability of Agreement Provisions. It is the desire and intent of the parties that the provisions contained in this Agreement shall be enforceable to the fullest extent permitted by law. The invalidity and/or unenforceability in whole or in part of any provision of this Agreement shall not render invalid or unenforceable any other provision of this Agreement, which instead will remain in full force and effect. In the event a particular provision is invalid or unenforceable due to its particular terms, such provision shall be reformulated so that upon replacing the invalid or unenforceable part or parts of such provision with valid and enforceable terms, the particular provision shall be valid and enforceable.

e. Scope of Agreement. This Agreement contains the entire agreement of the parties concerning its subject matter, superseding all prior representations, agreements, and understandings between the parties with respect to the subject matter herein and supersedes and nullifies all prior understandings and agreements with respect to the subject matter hereof. This Agreement may be changed only by a written instrument signed by both parties.

f. Relationship of Parties. This Agreement and the transactions of the parties thereunder, shall not be deemed to create, for any purpose, any employeremployee or franchisorfranchisee relationship between the Company and Consultant, nor any joint venture or partnership. Specifically, each party agrees that this Agreement and the relationship between the parties does not constitute a franchise for purposes of the laws of any jurisdiction. Unless otherwise agreed by both parties in writing, it is agreed that Consultant shall have no right or authority to act for or to bind the Company in any way or to sign Company's name, or to represent that Company is responsible for any liabilities, acts or omissions of Consultant.

g. Assignment of Agreement. This Agreement may not be assigned by the Consultant; any attempted assignment shall be void *ab initio* and of no effect.

h. Waiver of Breach Not a Waiver of Subsequent Breaches. The waiver by the Company or Consultant of any breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

i. Right to Injunctive Relief. Consultant hereby acknowledges that damages at law will be an insufficient remedy for the Company in the event of a breach by the Consultant of the covenants of Section 4 and certain other obligation of Consultant as provided pursuant to this Agreement. Therefore, it is agreed that in the event of any such breach or threatened breach, the Company shall be entitled, in addition to any other remedies and damages available at law or in equity, to an injunction to restrain such breach or threatened breach thereof by Consultant, his/her partners, agents, servants, and any other person(s) acting for or with Consultant. If the Company prevails, Consultant agrees to pay any and all reasonable attorney's fees and expenses incurred by the Company. Any rights or remedies of either party pursuant to the provisions of this Agreement shall be in addition to, and not in substitution of, any rights or remedies otherwise available to either party by law.

j. Governing Law; Forum. This Agreement shall be governed by an construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule whether such provision or rule is that of the State of New York or any other jurisdiction. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the New York State courts situated in New York County, State of New York or United States District Court, Southern District of New York, in connection with any action, suit or proceeding relating to or arising out of this Agreement or any aspect of Consultant's relationship with the Company while this Agreement is in effect and thereafter. Each of the parties hereto, to the maximum extent permitted by law, hereby waives any objection that such party may now have or hereafter have to the jurisdiction of such courts on the basis of inconvenient forum or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

Galileo Tech Media L.L.C

Consultant

By:

Joseph McElroy, CEO



By:

Name

