

Galileo Tech Media Incentive Agreement

AGREEMENT made as of January 1st, 2017 between GALILEO TECH MEDIA, LLC, a New York limited liability company (the "Company"), having its principal office at 132 East 43rd Street #534, New York, NY 10017 and Miller Digital Strategies LLC ("Participant"), having a residence address at 870 White Point Road, Charleston, South Carolina 29412. For purposes of this Agreement, the "Initial Date" shall be established as January 1st, 2017..

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");

WHEREAS, the Company has and will continue to develop proprietary software, systems and technology for marketing, social media, content development, education, travel and hospitality services and to obtain and maintain patents, copyrights, trademarks, brand names and other intellectual property relating thereto (collectively, the "Company Technology");

WHEREAS, the Company has developed long-term and wide-ranging relationships with key customers in the hospitality, travel and other industries which are essential to the continued development and success of the Company;

WHEREAS, Participant has employed Erin Miller, who has been a key consultant, advisor or director of the Company as a project manager and Chief Operations Officer for various SEO services provided to clients of the Company and the Company desires that the Participant keeps employing Erin Miller to remain in her role of service to the Company and to afford to Participant an additional incentive to acquire an economic interest in the success and growth in value of the SEO business and the new Charleston Division of the Company, including the opportunity to share in the long-term appreciation of the value of the Company and the Charleston Division as well as the annual profitability of the Company and the Charleston Division; and

WHEREAS, accordingly, the Company desires to provide Participant with service to the equity-linked incentive program described in this Agreement, synchronized with the performance of the Company, the Charleston Division, and Participant's commitment to remain in the service of the Company.

NOW THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. Sale of Company or Charleston Division. In recognition of the services to be provided by Participant to the Company, the Company shall provide Participant with certain payments in connection with a change in ownership of the Charleston Division, whether it is sold separately or as part of a sale of the overall Company, so long as Erin Miller is actively serving the Company as Director of the Charleston Division at the time of such events, under the circumstances and the terms and conditions set forth as follows:

- (a) Sale of of Charleston Division (Stand Alone). In the event that all or substantially all of the assets or business of the Charleston Division (or all of the equity interest in any subsidiary established to house the Charleston Division) are sold to a party unaffiliated with the present managing directors of the Company, and if Erin Miller is continuing in

service (as a consultant, advisor or director) to the Company at such time in good standing as Director of the Charleston Division or equivalent position, then the Company will pay to Participant the Applicable Percentage (as defined below) of the net sales proceeds thereof (after deducting all expenses and taxes relating to such sale, paying all outstanding liabilities of the Company relating to the Charleston Division, and providing appropriate reserves for liabilities, indemnities, guarantees and warranties retained by the Company or its equity holders or affiliates relating to the Charleston Division). In the event such sales proceeds are payable in installments by notes or otherwise, Participant shall be entitled to its Applicable Percentage share pro rata with each installment as and when collected by the Company and within thirty (30) days after receipt by the Company. In the event that net sales proceeds are payable in securities of a purchaser, or by way of merger, consolidation or similar transaction, Participant shall receive its Applicable Percentage of such securities in the same kind or form as received by the Company or its equity holders. Payments to Participant of its Applicable Percentage of net sales proceeds shall be made within thirty (30) days of the closing of the sale transaction.

- (b) Sale of Charleston Division included in Sale of the Company. In the event that all or substantially all of the assets of the Company, or all of the equity interests in the Company, are sold to a party unaffiliated with the present CEO of the Company, and if Erin Miller is continuing in service (as a consultant, advisor or director) to the Company at such time in good standing as Director of the Charleston Division or an equivalent position, then the Company will pay to Participant the Weighted Applicable Percentage (as defined below) of the net sales proceeds thereof (after deducting all expenses and taxes relating to such sale, paying all outstanding liabilities of the Company, and providing appropriate reserves for liabilities, indemnities, guarantees and warranties retained by the Company or its shareholders or affiliates). Payments to Participant of its Weighted Applicable Percentage of net sales proceeds shall be made within thirty (30) days of the closing of the sale transaction. In the event such sales proceeds are payable in installments by notes or otherwise, Participant shall be paid its Applicable Percentage share pro rata with each installment as and when collected by the Company and within thirty (30) days after receipt by the Company. In the event that net sales proceeds are payable in securities of a purchaser, or by way of merger, consolidation or similar transaction, Participant shall receive its Applicable Percentage Of such securities in the same kind or form as received by the Company or its shareholders.
- (c) Death, Permanent Disability" or Termination Without Cause in Proximity to Sale Event. If the Erin Miller had been continuously in service with the Company (as a consultant, advisor or director) as Director of the Charleston Division or equivalent position, and (i) Erin Miller shall die while in such service with the Company, (ii) Erin Miller while so engaged by the Company, because of permanent physical or mental disability, shall be unable to perform Participant's duties for the Company for a continuous period of one year, and the Company elects to terminate the service to the Company of the Participant because of such permanent disability or (iii) the Company shall terminate the service to the Company of the Participant without cause, and in the event that within two (2) years after such death or termination, the Company conducts a closing of a sale of the Charleston Division pursuant to Section 1(a) above or the sale of the Company pursuant to Section 1(b) above, then the Company shall be obligated to pay Participant, as applicable,: Fifty (50%) Percent of the amount it would have received under Section 1(a) or 1(b) above if the closing date is within one year after death or termination, and Twenty-Five (25%) of

the amount it would have received under Section 1(a) or 1(b) above if the closing date is within two years after death or termination. If the closing date of a sale under Section 1(a) or 1(b) above occurs more than two (2) years after the date of death or termination, the Company shall have no obligation to pay Participant any percentage of the net sale proceeds thereof. If the Participant is dissolved for any reason prior to the closing date of sale, the Company shall have no obligation to pay Participant any percentage of the net sale proceeds thereof. Such payments shall be made at the times and in the manner specified in Section 1(a) or 1(b) as applicable.

- (d) Other Cessation of Service to the Company. In the event that the service to the Company of the Participant with the Company shall cease due to termination by the Company with cause, or termination, resignation, retirement or abandonment by the Participant, the Company shall have no obligation whatsoever to make any payments to Participant pursuant to this Agreement and all rights of Participant hereunder to receive payments shall thereupon forthwith terminate.
- (e) For purposes of this Agreement, "net sales proceeds" under paragraph 1(a) and paragraph 1(b) shall be determined by the Company's independent certified public accountants, which determination shall be conclusive and binding upon the Company and Participant.
- (f) Under no circumstances shall Participant receive more than one payment under either paragraphs 1(a), 1(b) or 1(c), as applicable. Any payments to Participant under this Agreement shall be made only if an actual closing occurs for a sale of the Charleston Division or the overall Company as described above, and the Company shall retain control of all decisions as to whether or not to proceed with any particular proposed sale of the Charleston Division or the Company.
- (g) Payments to Participant, if any, shall also be conditioned on Participant's cooperation in any such sale of the Charleston Division or the overall sale of the Company, including in the due diligence, closing and transition phase, and Participant's compliance with any non-competition, non-solicitation or similar requirements of the purchaser in any such transaction.

2. Public Offerings. In the event that the Company shall conduct an initial public offering of its Common Stock which is registered and becomes effective with the Securities and Exchange Commission, and if Erin Miller has been and continues to be in service of the Company (as a consultant, advisor or director) on the effective date of such offering in good standing as Director of the Charleston Division or equivalent position, the Company shall, immediately prior to the effective date of such offering issue to Participant, such number of shares which are equal to the Weighted Applicable Percentage of the issued and outstanding Common Stock of the Company immediately prior to the offering, and such shares shall be subject to any lockup and other restrictions as may be imposed by the Company's underwriters and federal and state securities laws. If, in the initial or secondary public offerings, the controlling shareholder(s) of the Company are selling any portion of their own shares of Common Stock of the Company in such offering (as distinguished from new shares issued to the public directly by the Company), the Participant will be entitled to participate in the sale to the public of the same proportion of his Weighted Applicable Percentage ownership as the controlling shareholder(s) are participating as to their ownership, subject to underwriters' limitations and market conditions. By

way of example, if the controlling shareholder(s) are selling one-tenth of their shares of Common Stock of the Company in such offering, and the Weighted Applicable Percentage at that time was five percent (5%), the Participant would be entitled to sell one-tenth of five percent, which is equivalent to one half of one percent of the shares of Company (0.05%). Participant's ownership of such Common Stock of the Company and resale thereof will be subject to all such restrictions as are imposed by federal and state securities law and by the Company's underwriters, and Participant shall at such time enter into appropriate agreements as to such shares with the Company and its underwriters. No assurances are provided that any shares of the Company issued to Participant could actually be sold in an initial or secondary public offering and such shares issued to Participant may be limited to occasional sales in compliance with SEC Rule 144.

3. Annual Profit Sharing Credits. In addition to Participant's opportunity participate in the long term appreciation of the Company and the Charleston Division, Participant will have the opportunity to participate in the annual profits of the Company, synchronized with the Company's and the Charleston Divisions' profit performance and Participant's completion of service to the Company for each such annual period.

(a) Calculation of Annual Profit Sharing Credits. For each full calendar year completed by Participant, and if Erin Miller is in the service of the Company (as a consultant, advisor or director) on December 31 of such year as well as on the Annual Credit Award Date (March 31 following completion of such calendar year), in good standing as Director of the Charleston Division or equivalent position, the Company shall award to Participant a non-cash, non-funded credit ("Annual Profit Sharing Credits") - calculated as the sum of (i) the Applicable Percentage of the annual net profit of the Charleston Division for such year PLUS (ii) the Special Percentage of the overall annual net profit of the Company for such year.

(b) Redemption of Annual Profit Sharing Credits. The Accrued Profit Sharing Credits for Participant shall be redeemed for cash as follows:

(i) after the Annual Credit Award Date for the year awarded or for future years, if the Company has actual cash net profits for the prior calendar year and the Company in its sole discretion, and being under no obligation to do so, determines to utilize a portion of such cash net profits to redeem Annual Profit Sharing Credits of Participant; and

(ii) upon a Sale of the Company or Sale of the Charleston Division, if Erin Miller is engaged by the Company on the effective date of such transaction in good standing as Director of the Charleston Division or equivalent position, all Annual Profit Sharing Credits which have not been previously redeemed from annual net profits of the Company will be redeemed out of the net sale proceeds of such transaction.

(iii) By way of example, assume that for the calendar years 2015, 2016 and 2017, Participant's Annual Profit Sharing Credit awards were \$18,000, \$28,000 and \$34,000, so that Participant has accumulated \$80,000 of Annual Profit Sharing Credits .. On the Annual Credit Award Date of March 31, 2018, the Company in its sole discretion determines to redeem, or pay in cash to Participant, \$25,000 of Annual Profit Sharing Credits. After such payment, the Participant has \$55,000 Annual Profit Sharing Credits remaining. On June 1, 2018, the Company as a whole is sold; out of the net sale proceeds, all of Participant's remaining \$55,000 Annual Profit Sharing Credits would be redeemed

by cash payment to the Participant. This payment would be in addition to Participant's Weighted Applicable Percentage of the net sales proceeds of the transaction.

(c) Death, Permanent Disability, or Termination Without Cause in Proximity to Sale Event. If the Erin Miller had been continuously in service to the Company (as a consultant, advisor or director) as Director of the Charleston Division or equivalent position, and (i) Erin Miller shall die while she is so engaged by the Company, (ii) Erin Miller while so employed by the Company, because of permanent physical or mental disability, shall be unable to perform her duties for the Company for a continuous period of one year, and the Company elects to terminate the service to the Company of the Participant because of such permanent disability or (iii) the Company shall terminate the service to the Company of the Participant without cause, then (1) Participant shall retain the Annual Profit Sharing Credits which had been awarded, if any, for calendar years ending prior to the date of termination or death and which may be redeemed in the manner and at the times described in Section 3(b) above and (2) no Annual Profit Sharing Credits will be awarded for the calendar year in which the date of termination or death occurs or any subsequent year.

(d) Other Cessation of Service to the Company. In the event that the service to the Company of the Participant shall cease due to termination by the Company with cause, or termination, resignation, retirement or abandonment by the Participant, (1) All Annual Profit Sharing Credits which had been awarded, if any, for calendar years ending prior to the date of termination shall be forfeited and voided and will not ever be redeemed for cash and (2) no Annual Profit Sharing Credits will be awarded for the calendar year in which the date of termination occurs or any subsequent year.

(e) The Annual Profit Sharing Credit shall be deemed to be merely a mathematical calculation and is not a debt or liability of the Company, shall not bear interest, shall not be funded or reserved, and will not be reported as a loss or expense of the Company or income to the Consultant, unless and until the Annual Profit Sharing Credit is redeemed for cash as described above.

(f) For purposes of this Agreement, "net profits" under paragraph 3(b) shall be determined by the Company's independent certified public accountants, which determination shall be conclusive and binding upon the Company and Participant, but shall not deduct any awards of Annual Profit Sharing Credits to Participants of the Company unless and until they are redeemed in cash in the calendar year for which the net profits are determined.

(g) Any annual redemption of Annual Profit Sharing Credits to Participant shall be in the discretion of the Company, which may elect to retain net profits for growth and development of the Company's business, reserves for liabilities, or any other reason or no reason. Any final redemption of Annual Profit Sharing Credits to Participant under this Agreement shall be made only if an actual closing occurs for a sale of the Charleston Division or the overall Company as described above, and the Company shall retain control of all decisions as to whether or not to proceed with any particular proposed sale of the Charleston Division or the Company.

4. Determination of Applicable Percentage. The Applicable Percentage is a measure of Participant's percentage of the sale value of the Charleston Division, achieved over Erin Miller's length of service as Director of the Charleston Division as well as achievement of economic performance of the Charleston Division. Increases in the Applicable Percentage are achieved only if Erin Miller completes additional years of service with the Company as Director

of the Charleston Division AND the specified economic threshold for that year is achieved. The specified economic threshold will be the Charleston Division Net Profit. The Charleston Division Net Profit shall be defined as Gross Revenues from Charleston Division clients (as tracked by the Company accounting system) minus Cost of Goods Sold, third party Sales Commissions, and any third party costs necessary to provide services and sell products to clients tracked by the company as part of the Charleston Division. If, and only if, Erin Miller has been continuously engaged by the Company from and after the Initial Date and through the dates set forth in this Section 4 and through the date of any of the sale events referred to in paragraphs 1(a) and 1(b) above and in good standing as Director of the Charleston Division or equivalent position, then the "Applicable Percentage" shall be defined and adjusted as follows:

- December 31, 2017 and Charleston Division Net Profit at least \$25,000 - Five (5%) Percent
- December 31, 2018 and Charleston Division Net Profit at least \$150,000 - Seven (7%) Percent
- December 31, 2019 and Charleston Division Net Profit at least \$300,000 - Ten (10%) Percent
- December 31, 2020 and Charleston Division Net Profit at least \$600,000 - Fifteen (15%) Percent
- December 31, 2021 and Charleston Division Net Profit at least \$1,000,000 - Twenty (20%) Percent
- Maximum Applicable Percentage = Twenty (20%) Percent

5. Determination of Weighted Applicable Percentage. The Weighted Applicable Percentage is the measure of the relative sale value of the Charleston Division compared to the sale value of the overall Company, multiplied by Participant's Applicable Percentage (of the Charleston Division). For example, if the Charleston Division is valued at the date of sale of the Company as 25% percent of the overall value of the Company, and the Participant's Applicable Percentage is 8% at such time, then then Participant's Weighted Applicable Percentage of the net sale proceeds is computed as $25\% \times 8\%$. which computed to two (2%) percent. The relative percentage value of the Charleston Division compared to the value of the overall Company at the date of sale of the Company shall be determined by an independent valuation firm, investment banker or accounting firm selected by the Company and shall be binding and conclusive upon the Company and the Participant, and the cost of such valuation shall be borne by the Company.

6. Determination of the Special Percentage. The Special Percentage is utilized to determine an increase in the calculation of the Annual Profit Sharing Credits for each calendar year, if and only if the Company as a whole achieved a Net Profit for such calendar year. Net Profit shall be defined as Gross Revenues minus Cost of Goods Sold, third party Sales Commissions, and any third party costs necessary to provide services and sell products to all clients of the Company. Increases in the Special Percentage are achieved only if Erin Miller completes additional years of service with the Company as Director of the Charleston Division AND the specified economic threshold for that year is achieved. If, and only if, Erin Miller has been continuously in the service of the Company (as a consultant, advisor or director) from and after the Initial Date and through the dates set forth in this Section 6 and through the date of any of the sale events referred to in paragraphs 1(a) and 1(b) above and in good standing as Director of the Charleston Division or equivalent position, then the "Special Percentage" shall be defined and adjusted as follows:

- December 31, 2017 and Company Net Profit at least \$220,000 - One (1%) Percent
- December 31, 2018 and Company Net Profit at least \$350,000 - Two (2%) Percent
- December 31, 2019 and Company Net Profit at least \$500,000 - Three (3%) Percent
- December 31, 2020 and Company Net Profit at least \$750,000 - Four (4%) Percent
- December 31, 2021 and Company Net Profit at least \$1,000,000 - Five (5%) Percent
- Maximum Applicable Percentage = Five (5%) Percent

7. Nothing in this Agreement shall be construed as constituting Participant a shareholder, member or equity holder of the Company, and no grant of securities, shares, membership interests or options, rights or warrants therefor, is provided or intended by this Agreement (except as specifically provided in paragraph 2, from and after a future initial public offering, if any shall occur). The Participant shall not have any legal, economic, voting or dividend rights as a shareholder, member or equity holder of the Company (except as specifically provided in paragraph 2, from and after a future initial public offering, if any shall occur).

8. Nothing in this Agreement shall restrict or limit the Company's discretion as to the operation, continuation, abandonment or closure of the Charleston Division or require the Company to continue to operate the Charleston Division if it is not successful, and the Company retains the discretion to close and terminate the Charleston Division if it does not achieve commercially viable revenue and profitability. Participant will not receive any Applicable Percentage or other payments in connection with such termination. Furthermore, in the event that the Company itself is terminated, liquidated, dissolved or ceases business, no payments to Participant will be made under this Agreement.

9. Certain Disclaimers. (a) The realization by Participant of any actual payments under this Agreement is completely dependent and contingent upon the future performance by the Company and the possibility of future annual profits and future potential sales of the Company and/or the Charleston Division. The Company and/or the Charleston Division may never achieve profitability, may never be sold, and may never have any initial public offering. No assurances can be provided that any such events will ever occur or that Participant will ever receive any payments under this Agreement. It is possible that the Company and/or the Charleston Division will terminate, cease conducting business, liquidate or dissolve before the time that any payments to Participant would be generated under this Agreement.

(b) The payments referred to in this Agreement are “unfunded” and there is no funding escrow, account, reserve or contribution by the Company. Neither the Company nor any manager, director, officer or advisor thereof is a “fiduciary” with respect to Participant. The incentive program referred to in this Agreement is merely a contractual arrangement in the nature of a contingent bonus

(c) It likely that payments to be made under this Agreement to Participant, if any, shall be taxed as ordinary compensation income and not capital gains. Participant shall be responsible for Participant's federal, state and local income taxes on all payments which may be made to Participant under this Agreement.

10. Neither this Agreement nor any rights to payments hereunder shall be transferable or assignable by Participant. Payments (or issuance of shares after an IPO) hereunder pursuant to this Agreement, if any, shall be made only during Participant's lifetime and only to Participant (except in the event of the death of Erin Miller while she is engaged by the Company within two (2) years prior to a sale event under Section 1(a) or 1(b) or if Participant has been awarded Annual Profit Sharing Credits prior to the date of death, in which case the payments referred to in Section 1(c) and/or 2(b) will be made only to the estate of Participant). Any attempt to transfer or assign this Agreement or rights to payment or shares hereunder in violation of the foregoing shall be void and of no force and effect.


11. This Agreement does not constitute an employment, consulting, retention, engagement or other agreement obligating the Company to continue Participant in the service of the Company and shall not confer on the Participant any right to continue in the service of the Company as a consultant, advisor, director, contractor or otherwise, or prevent, or in any way impair, the right of the Company at the time to terminate the service to the Company of the Participant, with or without cause.

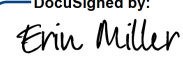
12. This Agreement is the entire final agreement among the parties hereto pertaining to the subject matter hereof. This Agreement shall not be amended except by a writing signed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, personal representatives, heirs and assigns, *provided, however*, that Participant may not assign any of his rights or obligations under this Agreement. This Agreement does not create any rights or benefits in any third party. This Agreement supersedes and replaces all prior agreements or understandings with respect to Participant's rights to receive any payments or shares in connection with the events described in Sections 1, 2 and 3 herein.

12. Governing Law; Jurisdiction. This Agreement shall be governed by and 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 Supreme Court of the State of New York, New York County and the 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 Participant's relationship with the Company while this Agreement is in effect and thereafter. Participant agrees that no action or proceeding of any kind may be brought and no claim asserted (whether by counterclaim, cross-claim or otherwise) by Participant against the Company with respect to any matter arising from, related to or in connection with this Agreement except in the Supreme Court of the State of New York, New York County or the United States District Court, Southern District of New York. 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 day and year first above written.

GALILEO TECH MEDIA, LLC

DocuSigned by:

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Joseph McElroy
CEO

DocuSigned by:

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Participant
Erin Miller, President