

CONSULTING AGREEMENT

Consulting Agreement made this 1st day of August, 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 PUBLI.IO, LLC. (the "Consultant"), a corporation doing business at 122 Dunn Avenue, Stamford, CT 06905.

W I T N E S S E T H:

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 management, operational, and strategic marketing services ("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 out-of-pocket 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 **five (5) 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 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. Additionally, the Company shall provide Consultant with an incentive equity plan in the name of Keith Reynolds, President and Owner of the Consultant. The Incentive Agreement is attached to this agreement.

c. All costs and expenses of Consultant shall be the sole and exclusive responsibility of Consultant, except those costs agreed upon in writing by the Company.

d. 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 gross 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 three (3) months (the “Initial Term”). Thereafter, the term of this Agreement will automatically extend for successive one (1) year 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 thirty (30) days prior 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 employer-employee or franchisor-franchisee 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 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 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

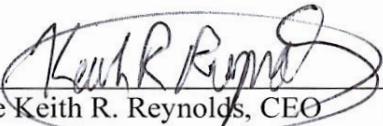
Consultant

By: _____
Joseph McElroy, CEO



7/20/17

By: _____
Name Keith R. Reynolds, CEO



7/17/17

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Joseph Franklyn McElroy
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keith Reynolds
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Work Order

Consultant agrees that its employee Keith Reynolds will provide business development and management services to the Company. Such services include, but are not limited to:

Task	Monthly Fee
Manage the content and scheduling for our meetups (in conjunction with partners)	\$375
Be part of the marketing team for our own properties (consulting on thought leadership)	\$125
Manage in-person networking and word-of-mouth marketing for New York Metro area	\$750
Account ownership/management as appropriate and mutually agreed upon	\$750
Manage follow up on ad-hoc leads and leading the proposal generation (with Erin doing costing). Run the audit reports and send the "SEO Help from Galileo Tech Media" emails.	\$750
Target 3-5 large corporations to try to gain entry over the course of a year	\$750
Target strategically selected conferences for me/Erin to speak at. Eventually you would also speak.	\$250
After you have adopted our culture and process, suggest changes and new business opportunities.	\$375
If relationship matures with us, then assist me on landing 40,000 agents at Travel Leaders.	\$250
TOTAL	\$4,375

Additionally, Consultant agrees to be the Managing Director of the Stamford Division, which, in addition to the above services, entails soliciting contacts in the Consultant's network as well as following up assigned leads from the Company. Sales from the clients solicited by the Consultant, as well as other clients appointed to the Consultant by the Company, at it's sole discretion, shall be tracked in the Accounting System as a separate Stamford division and solely represent the difference of such clients from other clients not so tracked. Also, certain clients, from time to time will be shared with other Divisions, resulting in a negotiated fee or profit share between the directors of each division and the CEO (or other authorized representative) of the Company. The Consultant will review invoices of the Company monthly

and ensure accurate recording of the division in appropriate invoices and shall notify the Company of any changes.

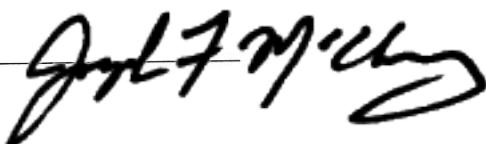
Consultant and Company agree that the designated employee of the Consultant, Keith Reynolds, will perform all such services.

Fees

The Company shall pay the Consultant fees as follows:

- 1) \$4375 per month.
- 2) A separate Incentive Agreement will be signed by both parties for profit sharing.
- 3) Minimum profit share of at least \$625 a month.
- 4) Mutually agreed upon expense adjusted monthly as needed.

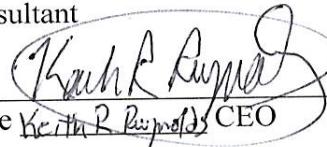
Date: _____
Company



Consultant

By: _____
Joseph McElroy, CEO

7/20/17

By: 
Name ~~Keith R Reynolds~~ CEO

7/19/17

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Joseph Franklyn McElroy

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keith Reynolds

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Galileo Tech Media Incentive Agreement

AGREEMENT made as of August 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 PUBLI.IO, LLC ("Participant"), having a business address at 122 Dunn Ave, Stamford, CT 06905. For purposes of this Agreement, the "Initial Date" shall be established as August 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, real estate, professional services, retail, and other industries which are essential to the continued development and success of the Company;

WHEREAS, Participant has employed Keith Reynolds ("Key Consultant"), who has been or will be a key consultant, advisor or director of the Company as a business developer for various business development and management services provided to the Company or clients of the Company and the Company desires that the Participant keeps employing Key Consultant to remain in his 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 Stamford Division of the Company, including the opportunity to share in the long-term appreciation of the value of the Company and the Stamford Division as well as the annual profitability of the Company and the Stamford 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 Stamford 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 Stamford 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 Stamford Division, whether it is sold separately or as part of a sale of the overall Company, so long as Key Consultant is actively serving the Company as Director of the Stamford Division at the time of such events, under the circumstances and the terms and conditions set forth as follows:

- (a) Sale of Stamford Division (Stand Alone). In the event that all or substantially all of the assets or business of the Stamford Division (or all of the equity interest in any subsidiary established to house the Stamford Division) are sold to a party unaffiliated with the present managing directors of the Company, and if Key Consultant is continuing in service (as a consultant, advisor or director) to the Company at such time in good standing

as Director of the Stamford 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 Stamford Division, and providing appropriate reserves for liabilities, indemnities, guarantees and warranties retained by the Company or its equity holders or affiliates relating to the Stamford 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 Stamford 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 Key Consultant is continuing in service (as a consultant, advisor or director) to the Company at such time in good standing as Director of the Stamford 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 Key Consultant had been continuously in service with the Company (as a consultant, advisor or director) as Director of the Stamford Division or equivalent position, and (i) Key Consultant shall die while in such service with the Company, (ii) Key Consultant 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 Stamford Division pursuant to Section I(a) above or the sale of the Company pursuant to Section I(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 I(a) or I(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

l(a) or l(b) above if the closing date is more than one year, but 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 l(a), l(b) or l(c), as applicable. Any payments to Participant under this Agreement shall be made only if an actual closing occurs for a sale of the Stamford 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 Stamford Division or the Company.
- (g) Payments to Participant, if any, shall also be conditioned on Participant's cooperation in any such sale of the Stamford 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 Key Consultant 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 Stamford 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 Stamford Division, Participant will have the opportunity to participate in the annual profits of the Company, synchronized with the Company's and the Stamford 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 Key Consultant 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 Stamford 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 Stamford 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, determinates 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 Stamford Division, if Key Consultant is engaged by the Company on the effective date of such transaction in good standing as Director of the Stamford 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 Key Consultant had been continuously in service to the Company (as a consultant, advisor or director) as Director of the Stamford Division or equivalent position, and (i) Key Consultant shall die while she is so engaged by the Company, (ii) Key Consultant 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 Stamford 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 Stamford 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 Stamford Division, achieved over Key Consultant's length of service as Director of the Stamford Division as well as achievement of economic performance of the Stamford Division. Increases in the Applicable Percentage are achieved only if Key Consultant completes additional years of service with the Company as

Director of the Stamford Division AND the specified economic threshold for that year is achieved. The specified economic threshold will be the Stamford Division Net Profit. The Stamford Division Net Profit shall be defined as Gross Revenues from Stamford 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 Stamford Division. If, and only if, Key Consultant 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 Stamford Division or equivalent position, then the "Applicable Percentage" shall be defined and adjusted as follows:

- December 31,2017 (and thereafter during term) and Stamford Division Net Profit at least \$50,000 - Five (5%) Percent
- December 31, 2017 (and thereafter during) and Stamford Division Net Profit at least \$250,000 - 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 Stamford Division compared to the sale value of the overall Company, multiplied by Participant's Applicable Percentage (of the Stamford Division). For example, if the Stamford 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% x 8%. which computed to two (2%) percent. The relative percentage value of the Stamford 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 Key Consultant completes additional years of service with the Company as Director of the Stamford Division AND the specified economic threshold for that year is achieved. If, and only if, Key Consultant 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 Stamford Division or equivalent position, then the "Special Percentage" shall be defined and adjusted as follows:

- December 31,2018 (and thereafter during term) and Stamford Division Net Profit at least \$500,000 - One (1%) Percent
- December 31, 2018 (and thereafter during term) and Stamford Division Net Profit at least \$1,000,000 - Two (2%) Percent
- Maximum Applicable Percentage = Two (2%) 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 Stamford Division or require the Company to continue to operate the Stamford Division if it is not successful, and the Company retains the discretion to close and terminate the Stamford 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 Stamford Division. The Company and/or the Stamford 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 Stamford 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 Key Consultant 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

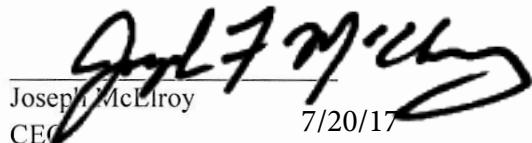
Company as a consultant, advisor, director, contractor or otherwise, or prevent, or in any way impair, the right of the Company at the time to terminate the service to the Company of the Participant, with or without cause.

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

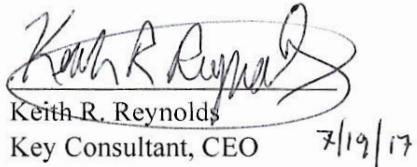


Joseph F. McElroy
CEO
7/20/17

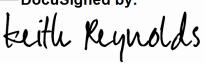
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PUBLI.IO, LLC



Keith R. Reynolds
Key Consultant, CEO
7/19/17

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