

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.

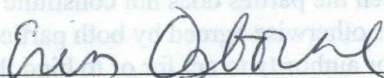
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

Galileo Tech Media L.L.C

Consultant

By: \_\_\_\_\_  
Joseph McElroy, CEO

By: \_\_\_\_\_  
Name

  
Erin Osborne