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 Jessica Punshi (the "Consultant"), an individual residing at 5008 Sussex Drive Evans 6A 30809

WITNESSETH:

WHEREAS, the Company is in 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. <u>Consultant's Duties.</u> 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. <u>Consultant's Representation and Warranties</u> Consultant represents and warrants that:

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

oseph McElroy, CEO

Consultant