

To the right is an explanation of the contents of the wage boxes on your W-2. Please note that the Gross amount shown may include adjustments.		Federal Doc. 2		Doc. No. 2018-11-17	Postmark Dec 5
		Gross Wages	388626.23	388626.23	388626.23
		Tax Benefits			
		Group Term Life	315.72	315.72	315.72
		Adoption			
		Deferred Comp	(8600.02)		
		Section 125	(3797.62)	(3797.62)	(3797.62)
		Other Pre-tax/Wage Limit		(258944.33)	
		W-2 Wages	376744.31	376744.31	376744.31
D. CONTROL NUMBER 000181441401		This information is being furnished to the Internal Revenue Service		2018	OMB NO. 1545-0008
B. EMPLOYER IDENTIFICATION NUMBER 20-2038709		A. EMPLOYEE'S SOCIAL SECURITY NUMBER 306-94-4755		1. WAGES, TIPS, OTHER COMPENSATION 376744.31	2. FEDERAL INCOME TAX WITHHELD 76045.41
C. EMPLOYER'S NAME, ADDRESS, AND ZIP CODE Fleeter Technologies Operating Co LLC 109 Northpark Blvd Suite 500 Covington LA 70433				3. SOCIAL SECURITY WAGES 128400.00	4. SOCIAL SECURITY TAX WITHHELD 7960.80
				5. MEDICARE WAGES AND TIPS 385344.33	6. MEDICARE TAX WITHHELD 7255.59
				7. SOCIAL SECURITY TIPS	8. ALLOCATED TIPS
				9. VERIFICATION CODE ba08-5c41-4c9a-36c4	10. DEPENDENT CARE BENEFITS
E. EMPLOYEE'S FIRST NAME AND INITIAL Donald A		LAST NAME Wilczynski		11. NONQUALIFIED PLANS	12a-d C D 315.72 8600.02
446 Estabro View Drive, Acworth, GA 30101 Acworth GA 30101 USA				14. OTHER	
F. EMPLOYEE'S ADDRESS AND ZIP CODE				13. RETIRED EMPLOYEE <input type="checkbox"/> RETIREMENT PLAN <input checked="" type="checkbox"/> THIRD PARTY SOCIAL <input type="checkbox"/>	
15. STATE GA	EMPLOYER'S STATE ID. NO. 2250171-TV	16. STATE WAGES, TIPS, ETC. 376744.31	17. STATE INCOME TAX 21243.73	18. LOCAL WAGES, TIPS, ETC.	19. LOCAL INCOME TAX 20. LOCALITY NAME

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Copy 2 To be filed with Employee's STATE, CITY, or LOCAL tax return 2018 Dept. of the Treasury - Internal Revenue Service  
FORM W-2 Wage and Tax Statement

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FORM W-2 Wage and Tax Statement





**Employer Name:** Fleetcor Technologies Operating Co LLC  
**Employer Phone:** 800-877-9019  
**Employer Address:** 5445 Triangle Parkway  
 Suite 400  
 Norcross, GA 30092

**Employee Name:** Donald A Wilczynski  
**Employee #:** 3104757  
**Employee Address:** 446 Estates View Drive, Acworth, GA 30101  
**Department:** 0812 Inside/Outbound Sales  
**Job Title:** Senior Vice President

**Pay Date:** 6/14/2019  
**Pay Period:** 5/27/2019 - 6/9/2019  
**Deposit Advice #:** 259137913  
**Pay Frequency:** Bi-Weekly  
**Federal Filing Status:** MWS  
**Federal Exemptions:** 5/\$0.00  
**State Filing Status:** B (GA)  
**State Exemptions:** 6/\$0.00 (GA)

	Current 5/27/2019 - 6/9/2019			YTD As of 6/9/2019	
	Hours/Units	Rate	Amount	Hours/Units	Amount
<b>Earnings</b>					
Regular Salary	115.75		\$11,964.54	995.75	\$347,779.11
Hourly Severanc	48.00	103.3654	\$4,961.54	916.00	\$94,682.69
Hourly Vacation					\$82,692.40
Salary Vacation	67.75	103.3654	\$7,003.00	67.75	\$7,003.00
Stock Pymnt NQ				12.00	\$1,240.38
Bonus					\$124,660.64
					\$37,500.00
<b>Taxable Benefits</b>					
GTL			\$40.34		\$443.74
			\$40.34		\$443.74
<b>Memo Information</b>					
401K ER Match					\$909.59
<b>Pre-Tax Deductions</b>					
401K %			\$154.19		\$5,488.75
BCBS Gold Med					\$3,638.47
Delta Dental			\$120.55		\$1,446.60
VSP Vision			\$22.92		\$275.04
			\$10.72		\$128.64
<b>Taxes</b>					
Fed W/H			\$3,750.77		\$118,662.92
FICA EE			\$2,845.68		\$84,969.23
Fed MWT EE					\$8,239.80
GA W/H			\$278.50		\$6,339.76
			\$626.59		\$19,114.13
<b>Post-Tax Deductions</b>					
UNUM Crit Ill			\$71.18		\$844.68
UNUM Acc Care			\$25.48		\$305.76
AD&D Life			\$16.16		\$184.44
Vol Life			\$9.23		\$110.76
			\$20.31		\$243.72
	<b>Routing #</b>	<b>Account #</b>	<b>Amount</b>		<b>Amount</b>
<b>Net Pay</b>					
Direct Deposit	061000227	XXXXXX7523	\$7,988.40		\$222,782.76
			\$7,988.40		



## **INDEPENDENT SALES CONSULTING AGREEMENT**

THIS INDEPENDENT SALES CONSULTING AGREEMENT (hereafter "Agreement") is made and entered into on this 17<sup>th</sup> day of September, 2019, between Pago Business Solutions Inc. (hereafter "INDEPENDENT SALES CONSULTANT"), and FineTech, Inc. (hereafter "FineTech"), a Georgia Corporation.

1. **Term:** This Agreement shall commence as of the signing date, below, and shall continue in full force and effect for 30 days, unless terminated as defined in Section 7 of this Agreement. This Agreement will automatically renew for a period of 30 days, upon the same terms and conditions contained herein, and will continually renew each 30 days thereafter, unless either party provides written notice to the other party, 3 days prior to termination of this Agreement, or any extension hereunder, that said party does not wish to extend the Agreement.

2. **Independent Sales Consultant:** Sales Consultant understands that Sales Consultant's members, employees, representatives or agents (hereafter collectively referred to as "Sales Consultant") are independent contractors and are not and will not be employees of FineTech; and that nothing contained within this Agreement, or no services provided pursuant to this Agreement, creates, or is intended to create, an employer/employee relationship between Sales Consultant and FineTech. None of FineTech's employee benefits, including (without limitation) compensation, workers' compensation insurance, pension, 401(K) and unemployment insurance, are available from FineTech to employees, agents, subcontractors or representatives (collectively referred to as "Personnel") of Sales Consultant. Sales Consultant shall be solely responsible for payment of all compensation, benefits and taxes for its employees.

Sales Consultant shall have exclusive control over the manner and means by which Sales Consultant executes or fulfills its obligations under this Agreement, and FineTech has no right to control the manner or means by which Sales Consultant fulfills its obligations under this Agreement, unless specifically provided otherwise in this Agreement.

3. **Obligations of the Parties:** Sales Consultant agrees to solicit and sign merchants to purchase or lease point of sale (POS) equipment used in the merchant services industry, like the Clover Station, and to board such transactions or sales under the FineTech account. Sales Consultant may also, at its sole discretion, solicit merchants to FineTech for credit card processing services. For any and all solicitations by Sales Consultant (be they POS equipment transactions or credit card processing), Sales Consultant shall obtain all the necessary information from the merchants, as well as assist the merchants in completing all necessary forms and applications, to board the merchant with FineTech, or otherwise complete the POS equipment transaction. Thereafter, Sales Consultant agrees to service the merchant account and respond in a timely manner to any requests from merchants for supplies, billing information, or technical assistance, as long as the merchant account remains active with FineTech.

FineTech agrees to provide its expert support and services for the Sales Consultant's sale of POS equipment (Clover Stations) to merchants and in boarding merchant accounts for credit card processing in the electronic merchant services industry. FineTech also agrees from time to time, at its sole discretion, to provide Sales Consultant with exclusive merchant leads for the sale of



POS equipment and credit card processing. When such merchant leads are provided to Sales Consultant by FineTech, Sales Consultant agrees that it will board said merchant leads exclusively and solely under the FineTech account.

FineTech shall provide at no cost to Sales Consultant all forms and applications necessary for Sales Consultant to fulfill its obligations under this Agreement, including from time to time the supply of promotional and instructional materials. FineTech retains the right at all times to refuse any solicited merchant by Sales Consultant, and such decision shall be at the sole discretion of FineTech. FineTech agrees to make its President and CEO, David Finete, available to Sales Consultant either in person, through electronic mail or text, or by telephone, to assist Sales Consultant with the sale of POS equipment and the boarding of merchant accounts under the terms of this Agreement. Sales Consultant agrees to use Sales Consultant's best efforts to sell Clover stations from the exclusive merchant leads provided by FineTech, and under all circumstances to board said merchants (whether for sale of POS equipment or credit card processing services) solely under the FineTech name and account. Failure by Sales Consultant to do so constitutes a material breach of this Agreement and will result in full forfeiture of any and all commissions or compensation due Sales Consultant under this Agreement.

4. Consulting Fee Schedule: (See Exhibit "A", attached, for Consulting Fee Schedule, Target Revenue Schedule, terms and conditions.)

Sales Consultant agrees to pay all applicable present and future federal, state and local sales, use, excise and transportation taxes and all other taxes pertaining to the Revenue Sharing it receives for the provision of its services.

5. Confidentiality: Sales Consultant acknowledges by signing this Agreement that it will receive support services from FineTech during the term of this Agreement, as well as knowledge of FineTech's customer accounts, trade secrets and unique methodologies for boarding merchant accounts, and selling POS equipment, in the electronic merchant services industry. Sales Consultant agrees that such knowledge or information is proprietary in nature and a valuable property right and asset belonging exclusively to FineTech, and Sales Consultant agrees to treat all such information as confidential. "Confidential Information" means data and information related to the FineTech's business (regardless of whether such information is a trade secret as defined in Georgia Code Section 10-1-761) that is not generally known in the trade or industry and that FineTech considers to be valuable and confidential, including but not limited to: (i) all technical and business information of FineTech; (ii) any information that is disclosed in confidence to FineTech by customers, suppliers, and other third parties; and (iii) any information that could be considered inventions, creative works, trade secrets, or know-how owned by FineTech. Confidential Information also includes names of customers, pricing information, customer specifications, financial data, employee information, market information, business arrangements, and other non-public information of FineTech. Accordingly, Sales Consultant will not disclose such information to any third parties, nor use such information for any other reason other than to perform services for FineTech under this Agreement, for so long as the information remains non-public. Sales Consultant understands that nothing in this clause is intended to limit or diminish Sales Consultant's independent, indefinite duty not to misappropriate, disclose or use FineTech's trade secrets.



Sales Consultant agrees that a violation or threat of violation of this provision will cause FineTech to suffer serious harm to its business and that damages would be an inadequate remedy. Therefore, if Sales Consultant breaches this Agreement, FineTech will be entitled to an immediate court injunction and other remedies under Georgia law which governs this Agreement, and without the obligation to first make a showing of having an inadequate remedy at law or otherwise posting any bond. FineTech shall recover all expenses it incurs, including its reasonable attorneys' fees, in enforcing this Agreement. This clause is not to be construed as prohibiting the use of Sales Consultant's trade and professional skills so long as such does not violate FineTech's confidentiality obligations.

Upon termination of this Agreement, Sales Consultant will surrender to FineTech, any and all documents in its possession incorporating any such confidential or Confidential Information, including all copies thereof whether in human or machine readable form, and all electronic copies.

6. Non Compete: During the term of this Agreement, Sales Consultant will not sell or lease Clover stations for or on behalf of any other Merchant Service Provider other than FineTech; and that it will not board accounts for credit card processing with any other Merchant Service Provider other than FineTech, when the leads for those accounts have been provided to it by FineTech. Additionally, Sales Consultant agrees that for a period of one year after the termination of this Agreement (or any extensions hereunder), Sales Consultant will not attempt in any manner to interfere with any merchant accounts Sales Consultant has boarded under the terms of this Agreement with FineTech, or otherwise cause, directly or indirectly, said accounts to terminate their merchant service relationship/agreement with FineTech.

Sales Consultant agrees that a violation or threat of violation of this provision will cause FineTech to suffer serious harm to its business and that damages would be an inadequate remedy. Therefore, if Sales Consultant breaches this Agreement, FineTech will be entitled to an immediate court injunction and other remedies under Georgia law which governs this Agreement, and without the obligation to first make a showing of having an inadequate remedy at law or otherwise posting any bond. FineTech shall recover all expenses it incurs, including its reasonable attorneys' fees, in enforcing this Agreement. This clause is not to be construed as prohibiting the use of Sales Consultant's trade and professional skills so long as such does not violate FineTech's confidentiality obligations.

7. Termination for Cause: This Agreement may be terminated immediately, at any time, should one or more of the following "cause" events occur:

- A) Sales Consultant engages in conduct or behavior which reflects poorly upon the established, professional business reputation of FineTech, and is not cured, or is unable to be cured, by Sales Consultant within 3 days of receiving written notice from FineTech;
- B) Sales Consultant violates any provision or part of Section 5 or 6, above; or
- C) Sales Consultant materially breaches any provision or part of this Agreement.



D) Sales Consultant falls below 80% of Target Revenue Schedule.

Should termination of this Agreement occur at any time under this For-Cause provision, all merchant accounts signed pursuant to the Agreement shall remain the exclusive property of FineTech and no compensation whatsoever will be due Sales Consultant thereafter.

8. Industry Standards: Sales Consultant's performance under this Agreement must satisfy and comply with all standards, rules and guidelines established by Visa USA, MasterCard International, Ignite, and First Data Independent Sales Consultant Rules and Regulations, including Compliance Schedule, and Card Brand Association Rules and Regulations that impact merchants, copies of all of which Sales Consultant acknowledges receipt, familiarity, and expertise.

9. Insurance: Sales Consultant agrees to maintain in full force and effect at all times under this Agreement, an automobile liability insurance policy, with personal injury and property damage coverage, as well as un/underinsured motorist coverage, for any automobile Sales Consultant uses while providing services under this Agreement. Upon request at any time from FineTech, Sales Consultant agrees to provide written proof of compliance with this section.

10. Indemnification: Sales Consultant agrees to indemnify, defend and hold FineTech (and its owners, officers, and subsidiaries) harmless from and against any and all legal claims, liabilities, damages, losses and expenses, including attorney fees and court-related law suit costs "Claims", which are brought against or imposed upon FineTech by any person or entity for alleged money damages or harm of any kind, be they personal injuries, contractual or property damages, which damages are harm are allegedly caused in whole or in part by any act or omission Sales Consultant while performing services in any way related to this Agreement or based on the relationship between Sales Consultant and FineTech created by this Agreement.

Sales Consultant shall assume the defense of the Claim with legal counsel approved by FineTech within ten (10) days after FineTech gives Sales Consultant written notice of the Claim. Sales Consultant shall not consent to the entry of any judgment or enter into any settlement with respect to a Claim under this section without the prior written consent of FineTech. Until such time as Sales Consultant assumes the defense of the claim, FineTech may defend against the Claim in any manner FineTech may deem reasonably appropriate.

11. Governing Law, Choice of Venue, and Attorney Fees. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia, and the parties agree that should either party bring a legal action (lawsuit) to enforce this Agreement, or bring such an action that in any way concerns this Agreement, then said legal action must be filed in Cobb County, Georgia, and the parties expressly waive all defenses they may have to jurisdiction and venue therein. The parties also agree that should any party bring a legal action to enforce any part or all of this Agreement, then the prevailing party in that action is entitled to seek and receive reimbursement from the non-prevailing party all of the prevailing party's attorney fees and court costs incurred in bringing or defending the legal action.



12. Severability. Should any portion of any provision of this Agreement be held unenforceable or invalid for any reason, the remaining portions or provisions shall be unaffected.

Sections 5 and 6 of this Agreement constitute separate and independent limitations on solicitation and disclosure, and it is the mutual intent of FineTech and Sales Consultant that should any of such limitations be held void, inoperative or unenforceable by a court of competent jurisdiction, such holding shall in no way affect the continuing validity, operation or enforceability of the remaining limitations. Moreover, should any provision be found void due to its overbreadth, the parties expressly authorize any court of competent jurisdiction to narrow the scope of any such provision by blue-pencilling as it is the parties' intent to preserve such limitations to the maximum extent possible.

13. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and may be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to such party at the following address or such other address as may be provided in writing to the other party:

FineTech, Inc.  
1359 Foxhall Place  
Mableton, GA 30126

Pago Business Solutions Inc.  
446 States View Drive  
Acworth, Ga 30101

14. Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes and replaces all subsequent agreements. This Agreement may be modified or amended only by written agreement signed by both parties to this Agreement.

15. Waiver/Modification/Amendment. No amendment of, supplement to, or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in writing signed by the party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

17. Binding Nature: The agreements made herein by Sales Consultant are on behalf of and binding upon not only Sales Consultant but also upon all employees, representatives, or agents acting in any way for and on behalf of Sales Consultant to perform any part of Sales Consultant's obligations under this Agreement.

18. Survival: The provisions of Sections 5, 6 and 10 hereof shall survive the termination or expiration of this Agreement.

19. Trademarks: Sales Consultant acknowledges that this Agreement does not give Sales Consultant any interest in or right to use any trademark, service mark, name, logo or other intellectual property right of FineTech or any of its affiliates ("FineTech Marks") in connection

with the Services, unless Sales Consultant receives FineTech's express prior written consent. Sales Consultant acknowledges that FineTech Marks are FineTech's exclusive property and that Sales Consultant has not and will not acquire any proprietary rights under this Agreement. Sales Consultant agrees that upon termination of this Agreement, Sales Consultant and its Personnel shall immediately cease and discontinue all use of FineTech Marks.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 17th day of September 2019.

FineTech, Inc.  
1359 Foxhall Place  
Mableton, GA 30126

Pago Business Solutions Inc.  
446 States View Drive  
Acworth, Ga 30101

BY:

David Finete, President

BY:

Don Wluczynski



### Exhibit A

#### Consulting Fee Schedule, Target Revenue Schedule, Terms and Conditions

##### CONSULTING FEE SCHEDULE

MONTH	CONSULTING FEE	INVOICE PAYMENT DATE
September	\$10,000	October 1 <sup>st</sup> 2019
October	\$12,000	November 1 <sup>st</sup> 2019
November	\$12,000	December 1 <sup>st</sup> 2019
December	\$12,000	January 1 <sup>st</sup> 2019
January	\$10,000	February 1 <sup>st</sup> 2019
February	\$10,000	March 1 <sup>st</sup> 2019
March	\$10,000	April 1 <sup>st</sup> 2019
April	\$8,000	May 1 <sup>st</sup> 2019
May	\$8,000	June 1 <sup>st</sup> 2019
June	\$8,000	July 1 <sup>st</sup> 2019

\*If project is terminated during a calendar month, Consulting fee schedule will be pro-rated for that month.

##### TARGET REVENUE SCHEDULE

MONTH of PRODUCTION	REOCCURRING REVENUE	PAY-OUT DATE
SEPTEMBER	\$0.00	0
OCTOBER	\$2,000.00	NOVEMBER
NOVEMBER	\$4,000.00	DECEMBER
DECEMBER	\$6,000.00	JANUARY
JANUARY	\$8,000.00	FEBURARY
FEBURARY	\$10,000.00	MARCH
MARCH	\$12,000.00	APRIL
APRIL	\$14,000.00	MAY
MAY	\$16,000.00	JUNE
JUNE	\$18,000.00	JULY
July	\$20,000.00	AUGUST 25 2020