



CONSULTING AGREEMENT (CONFIDENTIAL)

Consultant Name: Contact Information:

Zenophon Abraham zennie@zennie62.com CEO Zennie62Media

389 Palm Avenue, Suite 21, Oakland, CA 94610 - 510-517-7565

Client Name: John L. Siegel, Insight Terminal Solutions, 6100 Dutchmans Lane, 9th Floor, Louisville, KY 40205

Agreement Date: January 15th 2019

Type of Service: Media Services: Content Development, Marketing, Reputation Management

Retainer Fee Payment:

\$10,000.00 1st month, \$10,000, 2nd month, \$5,000, 3rd month, \$5,000 4th month, renegotiate

This Consulting Agreement (this "Agreement") is made and entered into as of the date first set forth above, by and between Insight Terminal Solutions, ("Client") and Zenophon Abraham ("Consultant")

AGREEMENT

Client desires to retain Consultant as an independent contractor to perform consulting services for Client, and Consultant is willing to perform such services, on the terms discussed and described in proposal dated January 8th 2018. In consideration of the mutual promises contained herein, Client and Consultant agree as follows:

I. Services

1. Scope of Services.

1. Consultant Zenophon Abraham / Zennie62Media shall provide to the Client Insight the following services:

1. Content Development and Reputation Management Phase One:

1.

Phase One work includes all combination of new and existing content required to cause client's name and project name appear on first page of search and dominate social media results, and that content placed there or caused to be there by Zennie62Media dominate search results on Google, Bing, Yahoo, and all search engine platforms.

1. Time frame: upon payment of retainer, work starts immediately, and using already provided material plus any additional material provided by Client or by Consultant; it takes a full three months to realize total domination of search results deep in a search engine, but dramatic change in search and social media appearance starts moments after work begins. The details of the work to be done include not just new blog posts, and videos, but also new websites and social media accounts.

2. Phase Two work builds off Phase One work and includes interviews with

designated persons as identified by the Client. It also includes "rapid response" to any new content deemed harmful to the message of the Client. That response can be via any form of online media and social media as per the choice of the Consultant.

3. Phase Three work combines new content that is based on that created in Phase One and Two. It also includes "rapid response" to any new content deemed harmful to the message of the Client. That response can be via any form of online media and social media as per the choice of the Consultant.
4. Client has the contractual right to request development of special content required to communicate the message. That includes blogs, videos, and photos and infographs. Consultant reserves the right to employ innovative media methods and programmatic coding at any time to achieve the Client objectives.

Retainer Fee Payment Schedule and Reporting

Work starts immediately upon payment by Client to Consultant after submission of included w9 form. Desired form of payment is 1) check payable to Consultant name "Zenophon Abraham" 2) invoice to client via email for money transfer to Consultant name "Zenophon Abraham" via PayPal email address zennie@sportsbusinesssims.com

Client agrees to file report of progress of work with the invoice for payment for next the Phase of work. The report will, in short, explain progress toward the end goal of Client message control and influence.

Consultant Carries Business Insurance

Zenophon Abraham carries business insurance with Hiscox.

Cancellation of Agreement "For Cause - Let's Work It Out, If Possible"

Cancellation of agreement is understood to be "for cause". Consultant agrees to inform Client in writing, explaining reasons for decision to cancel two weeks before action is taken. Client agrees to make changes to agreement with Consultant to meet Consultant needs.

Zenophon Abraham

Zenophon Abraham looks forward to working with you.

For Client:

John Siegel (Insight Terminal Solutions) _____

January 15, 2019

Zenophon Abraham (Zennie62Media) *Zenophon Abraham*

January 15, 2019