



MUTUAL NDA

EVERYONE TV LIMITED of

Triptych Bankside, 6th Floor, 185 Park Street, London, United Kingdom, SE1 9SH

Company registration number: 05422613

(**"Everyone TV"**)

Attention: Ben Halabi

6 July 2023

Dear Everyone TV

Everyone TV ("you") and **Pluto Inc.**, a company incorporated under the laws of Delaware, United States and whose registered office is at 251 Little Falls Drive, Wilmington DE 19808, United States and whose principal place of business is at 700 N. San Vicente Boulevard, 9th Floor, West Hollywood CA 90069, United States (**"we"** or **"us"**) are entering into this letter agreement (this **"Letter Agreement"**) pursuant to the potential collaboration in connection with the My5 app being re-platformed onto Pluto's technology for the platform, Freeview Play (such possible transaction, the **"Transaction"**). In connection therewith, you and we will exchange certain financial and other non-public information concerning you and us, and each of our respective businesses, which information, whether provided before, on or after the date of this Letter Agreement, whether written or oral and regardless of the manner or form in which it is provided, together with any notes, memoranda, summaries, analyses, compilations, forecasts, studies, interpretations or other documents prepared by the Recipient or its Representatives (each as defined below) based on, containing, derived from or otherwise reflecting such information, is hereinafter referred to as the **"Evaluation Material."** With respect to such information provided by a party (the **"Provider"**) or its Representatives, the term "Evaluation Material" does not include information that (i) is or becomes generally available to the public other than (a) as a result of a disclosure, in violation of this Letter Agreement, by the other party (the **"Recipient"**) or its Representatives or (b) in violation of a confidentiality obligation owed to the Provider that is known to the Recipient or its Representatives, (ii) is or becomes available to the Recipient on a non-confidential basis from a source that, to the knowledge of the Recipient, is entitled to disclose it, (iii) was known to the Recipient prior to its disclosure to it by the Provider or (iv) is verifiably developed by the Recipient without the benefit of the information provided by the Provider. For purposes of this Letter Agreement, the term **"person"** includes any individual, limited liability company, corporation, partnership, association, trust, governmental entity, any other organization or entity or any group including any of the foregoing.

In consideration of each other's exchange of Evaluation Material, we and you agree that:

1. Each party shall use the Evaluation Material provided by the other party solely for the purpose of evaluating and negotiating the Transaction and not for any other purpose, and, except to the extent permitted by Paragraph 3 hereof, shall keep such Evaluation Material strictly confidential, except that such party may disclose the Evaluation Material provided by the other party to those of its directors, officers, employees, wholly-owned subsidiaries and representatives, including auditors, legal advisors, financial advisors and consultants, who need to know such information for the purpose of assisting that party in evaluating and negotiating the terms of the Transaction (collectively, for each party, the "**Representatives**"); provided that for the purpose of this Letter Agreement, the "**Representatives**" of Pluto, Inc. include Paramount Global and its Representatives. Each party shall advise its respective Representatives that the Evaluation Material provided by the other party is confidential and that by receiving such information they are agreeing to be bound by this Letter Agreement and to use the information solely for the purposes described herein. Without the other party's prior written consent, neither party will, and each party shall direct its respective Representatives not to, disclose the Evaluation Material provided by the other party in whole or in part, except to the extent permitted by this Paragraph 1 and Paragraph 3 hereof. Each party agrees to be responsible for any breach of this Letter Agreement by any of its Representatives.

2. Except to the extent permitted by Paragraph 3 hereof, you and we shall not, and each party shall direct its respective Representatives not to, disclose to any person (other than its respective Representatives) the fact that the Evaluation Material has been made available, that discussions or negotiations are taking place or have recently taken place concerning the Transaction or any of the terms, conditions or other facts with respect to the Transaction, including the status thereof or the existence of this Letter Agreement.

3. In the event that the Recipient or its Representatives are required by applicable law, rule or regulation to disclose any Evaluation Material or any other information provided by the Provider the disclosure of which is restricted by the terms of this Letter Agreement, the Recipient or its Representatives shall, to the extent legally permitted, provide the Provider with prompt written notice of that requirement so that prior to any disclosure by the Recipient, the Provider may seek, at its expense, an appropriate protective order or other appropriate remedy (and if the Provider seeks an order or other remedy, the Recipient shall cooperate as the Provider may reasonably request). If in the absence of a protective order, the Recipient or any of its Representatives is nonetheless, in the opinion of its counsel or counsel of such Representative, required by applicable law, rule or regulation to disclose the Evaluation Material or other information provided by the Provider, disclosure may be made only as to that portion of such Evaluation Material or other information that the party seeking to disclose is advised by counsel is legally required to be disclosed. The disclosing party shall exercise its reasonable efforts to obtain assurance that confidential treatment will be accorded the disclosed Evaluation Material or other information.

4. All Evaluation Material that the Provider discloses to the Recipient hereunder is and will remain the Provider's property. Except to the extent the Recipient is advised by counsel that such action is prohibited by applicable law, as soon as practicable after the Provider so requests, the Recipient and its Representatives shall (a) redeliver or destroy (at the Provider's option) all tangible copies of documents provided by or on behalf of the Provider, and (b) destroy all electronically stored written Evaluation Material provided by or on behalf of the Provider in its and their possession, and one of the Recipient's duly authorized executives shall certify to the Provider in writing such redelivery and/or destruction; provided, however, that the Recipient and its Representatives shall be entitled to retain copies of any computer records and files containing any Evaluation Material provided by the Provider that have been created pursuant to the

Recipient's or its Representatives' automatic electronic archiving and back-up procedures until such computer records and files have been deleted in the ordinary course. All Evaluation Material, whether or not returned or destroyed and including any oral Evaluation Material, will remain subject to the confidentiality obligations set forth herein for the term of this Letter Agreement.

5. Except as otherwise provided herein and as may be provided in a definitive agreement executed and delivered in connection with the Transaction, (a) neither party nor its respective Representatives makes any representation or warranty as to the accuracy or completeness of any of the Evaluation Material provided by such party or its Representatives, (b) each party will be entitled to rely solely on such representations and warranties that are made to it in a duly executed and delivered definitive agreement relating to the Transaction, and (c) neither party or any of its Representatives will have any liability to the other party or its Representatives resulting from the use of the Evaluation Material by them.

6. Both parties acknowledge and agree that unless and until a written definitive agreement concerning the Transaction has been duly executed and delivered by all parties thereto, and except as otherwise provided herein, neither party nor any of its respective Representatives will have any obligation with respect to any Transaction, with respect to the procedures employed in connection therewith, or with respect to any representations made by either party, whether by virtue of this Letter Agreement or any other written or oral expression with respect to the Transaction (including any written or oral bid made by you or us) or otherwise.

7. Each party understands that knowledge of the Transaction is limited to certain of the other's employees, officers and advisors and agrees not to (and will instruct its Representatives not to) contact any employees, officers or advisors of the other party regarding the Transaction other than those employees, officers and advisors as such other party identifies.

8. The parties understand and agree that money damages would not be a sufficient remedy for any actual or threatened breach of this Letter Agreement by either party or its respective Representatives and that each party will be entitled to specific performance, including injunctive relief, as a remedy for any such breach or threatened breach by the other party or such party's Representatives without the posting or securing of a bond or other security. Such remedy will not be the exclusive remedy for any actual or threatened breach of this Letter Agreement, but will be in addition to all other remedies available at law or equity.

9. Except as otherwise specifically provided herein or in any definitive agreement entered into with respect to the Transaction, this Letter Agreement and the parties' obligations hereunder will terminate on the earlier to occur of (i) the date on which the parties enter into a definitive agreement with respect to the Transaction and (ii) the date that is twelve (12) months after the date of this Letter Agreement.

10. This Letter Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. Neither party may assign this Letter Agreement to any person without the prior written consent of the other party (except by operation of law in connection with a merger, or sale of substantially all the assets, of a party hereto); provided that, we may assign this Letter Agreement to any direct or indirect subsidiary of Paramount Global. Any assignment or attempted assignment of this Letter Agreement in contravention of this Paragraph will be void *ab initio* and will not relieve the assigning party of any obligation under this Letter Agreement.

11. If any provision of this Letter Agreement is not enforceable in whole or in part, the remaining provisions of this Letter Agreement will not be affected thereby. No failure or delay in



exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

12. This Letter Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Letter Agreement or its subject matter or formation.

13. Nothing in this Letter Agreement will be deemed to create any agency, partnership, joint venture or other form of business association between the parties.

14. This Letter Agreement contains the entire agreement between you and us concerning the subject matter hereof, and neither you nor we will be bound by any modification of this Letter Agreement or waiver of the terms hereof except as we each approve in writing. Without limiting the foregoing, this Letter Agreement supersedes any additional purported confidentiality requirements imposed by any web-based database or similar repository of Evaluation Material to which you or we or our respective Representatives are granted access in connection with the evaluation or negotiation of the Transaction, notwithstanding submission by you, us or our respective Representatives of an electronic signature, "clicking" on an "I Agree" icon or any other indication of assent to such additional confidentiality requirements.

15. This Letter Agreement may be signed in counterparts, each of which, when signed, will be an original hereof binding on the party signing it. The parties confirm that any facsimile or PDF copy of a party's signed counterpart of this Letter Agreement (or its signature page) will be deemed a duly signed original.

[Remainder of Page Intentionally Left Blank]



Please indicate your agreement with the foregoing by signing below and returning one copy of this Letter Agreement to us.

Very truly yours,

Pluto Inc.

DocuSigned by:
By: Jason Gottlieb
0098E75AF9494F6...
Name: Jason Gottlieb
Title: SVP Deputy General Counsel

Agreed to and Accepted this

____ day of _____, 2023:
28 July 2023

Everyone TV Limited

DocuSigned by:
By: Eric Mitchell
6F7575E1BA0A490...
Name: Eric Mitchell
Title: CFO

