

AGREEMENT TO CANCEL SHARES

This AGREEMENT TO CANCEL SHARES ("Agreement") is entered into on May ___, 2023, by and between Every Media Inc., a Delaware corporation (the "Company"), and Nathan Baschez (the "Stockholder").

WHEREAS, reference is made to that certain Asset Contribution Agreement ("Contribution Agreement"), dated May ___, 2023 by and among, *inter alios*, the Company and the Stockholder;

WHEREAS, the undersigned Stockholder holds 4,000,000 shares of common stock of the Company (the "Shares");

WHEREAS, as a condition to the closing of the transactions under the Contribution Agreement, the Company agreed to take all necessary steps to cause an aggregate of 3,334,436 shares of common stock of Stockholder to be cancelled on the date of closing such that Stockholder shall have a total of 665,564 shares of common stock issued and outstanding at the time of the closing (the "Remaining Shares"); and

WHEREAS, the undersigned Stockholder is willing, in order to enter into and consummate the Contribution Agreement, to forfeit and have the Company cancel an aggregate of 3,334,436 shares of common stock held by the undersigned Stockholder.

NOW THEREFORE, the undersigned Stockholder of the Company hereby agrees, represent and warrants as follows:

1. No Prior Transfers, Etc. The Shares have not, in whole or in part, been assigned, transferred, hypothecated, pledged or otherwise disposed of since the date of acquisition of the Shares by the undersigned.
2. Cancellation of Shares. The undersigned Stockholder agrees to irrevocably forfeit 3,334,436 shares of common stock of the Company, out of the Shares held by such Stockholder, which shares shall be cancelled on the books and records of the Company effective on the date of closing of the transactions under the Contribution Agreement. The Remaining Shares shall continue to be subject to the terms and conditions of that certain Restricted Unit Purchase Agreement, dated May 26, 2020.
3. Stock Power. In connection with the foregoing forfeiture and cancellation, the undersigned Stockholder shall deliver to the Company and/or its representatives, a duly executed stock power in the form attached as Exhibit A hereto, on the date of closing of the transactions under the Contribution Agreement. The Company agrees to cause its transfer agent to issue one or more new stock certificates representing Remaining Shares.
4. Title. the undersigned Stockholder has good, marketable and valid title to the Shares, free and clear of all (i) liens, pledges, encumbrances, transfer restrictions (other than under applicable securities laws and the certificate of incorporation), claims and other charges thereon of every kind and (ii) preemptive rights, rights of first refusal, rights of first offer or similar restrictions. The Shares may be sold, transferred, assigned and conveyed by

Stockholder to the Company as called for in this Agreement without such sale, transfer, assignment and conveyance constituting a breach or default by Stockholder of any provisions of any agreement or covenant by which Stockholder is bound.

5. Authority. the undersigned Stockholder has full power and authority to transfer the Shares and make, enter into and carry out the terms of this Agreement, and has not granted the right to sell or transfer the Shares to any other person or entity.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflict of law principles that would result in the applicable of any law other than the law of the State of Delaware.
7. Notices. Any notices or other communications required or permitted hereunder shall be deemed duly and sufficiently given if personally delivered to it or sent by registered mail or certified mail, postage prepaid, or by prepaid telegram addressed as follows:

If to the Company:

Every Media Inc.
221 Canal Street
Floor 5
New York, NY 10013
Attn: Chief Executive Officer

with a copy to:

Cozen O'Connor
1650 Market Street, Suite 2800
Philadelphia, PA 19103
Attention: Michael J. Crossey
Email:mcrossey@cozen.com

If to the Stockholder:

Nathan Baschez
[_____]
[_____]
[_____]
Attn: [_____]

or such other addresses as shall be furnished in writing by any party in the manner for giving notices hereunder, and any such notice or communication shall be deemed to have been given as of the date so delivered, mailed or faxed.

8. Attorneys' Fees. In the event that any party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the breaching party or parties shall reimburse the non-breaching party or parties for all costs, including

reasonable attorneys' fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

9. Entire Agreement. This Agreement, together with the documents and agreements referenced herein, with all exhibits, schedules and attachments hereto and thereto, represents the entire agreement between the parties relating to the subject matter hereof. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as set forth herein. This Agreement may not be amended or modified, except by a written agreement signed by all parties hereto.
10. Survival; Termination. The representations, warranties and covenants of the respective parties shall survive the consummation of the transactions herein until the expiration of the applicable statute of limitations.
11. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
12. Amendment or Waiver. Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law, or in equity, and may be enforced concurrently herewith, and no waiver by any party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore, or thereafter occurring or existing. This Agreement may be amended by a writing signed by all parties hereto, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance hereof may be extended by a writing signed by the party or parties for whose benefit the provision is intended.
13. Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.
14. Expenses. Each party hereto shall bear all of its/his respective costs and expenses incurred in connection with the negotiation of this Agreement and in the consummation of the transactions contemplated hereby and the preparation hereof.
15. Headings; Context. The headings of the sections and paragraphs contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of this Agreement.
16. Assignment. This Agreement shall not be assigned by any party without the prior written consent of the other parties.
17. Severability. In the event that any particular provision or provisions of this Agreement or the other agreements contained herein shall for any reason hereafter be determined to be

unenforceable, or in violation of any law, governmental order or regulation, such unenforceability or violation shall not affect the remaining provisions of such agreements, which shall continue in full force and effect and be binding upon the respective parties hereto.

18. Execution Knowing and Voluntary. In executing this Agreement, the parties severally acknowledge and represent that each: (a) has fully and carefully read and considered the terms of this Agreement; (b) has been or has had the opportunity to be fully advised by legal counsel of the effect and meaning of this document and all terms and conditions hereof; and (c) is executing this Agreement voluntarily, free from any influence, coercion or duress of any kind.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to Cancel Shares as of the date first written above.

STOCKHOLDER:

Nathan Baschez

COMPANY:

EVERY MEDIA INC.

DocuSigned by:

W. Daniel Shipper

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Name: W. Daniel Shipper

Title: Chief Executive Officer

EXHIBIT A
IRREVOCABLE STOCK POWER
ASSIGNMENT SEPARATE FROM STOCK CERTIFICATE

For value received, **Nathan Baschez**, hereby assigns to:

Every Media Inc., a Delaware corporation (the “Company”)

all right, title and interest, in 3,334,436 shares of common stock of the Company, out of the 4,000,000 shares represented by Stock Certificate Number _____, and does hereby irrevocably constitute and appoint the Secretary of the Company to transfer the said shares on the share register of the within-named corporation with full power of substitution in the premises.

Executed this ____ day of _____, 2023.

Nathan Baschez