

July 27, 2020

**PERSONAL AND CONFIDENTIAL**

Paul Smalera

E-Mail: p@smalera.com

**Re: EVERY MEDIA INC. – ADVISOR SERVICES**

Dear Paul:

This letter agreement (the “**Agreement**”) is to confirm our understanding regarding your engagement as a consultant and advisor to Every Media Inc., a Delaware corporation (the “**Company**”). We are very pleased that you have agreed to share your expertise and experience with the Company.

1. Compensation. Subject to approval by the Company’s Board of Directors, you will be eligible to receive an option (the “**Option**”) to purchase up to 13,334 shares of Common Stock of the Company (the “**Shares**”), pursuant to the Company’s Equity Compensation Plan as may be adopted and amended from time to time (the “**Plan**”). The Option shall be for your own account and not for further distribution. The Option shall further be on the terms and conditions of the option grant agreement which will be provided to you, and which you will be required to sign in order to receive the Option. The exercise price per share will be no less than the fair market value per share on the date the Option is granted, as determined by the Company’s Board of Directors in good faith compliance with the Plan and applicable law. There is no guarantee that the Internal Revenue Service will agree with this value. You should consult with your own tax advisor concerning the tax risks associated with accepting the Option.

2. Services. You agree to perform such services as reasonably requested by the Company which are expected to include: (i) evaluating the Company’s strategic plans, performance and competitive position; (ii) providing guidance on market trends, marketing, communications, content, and public relations; (iii) making introductions to prospective customers, partners and other parties of strategic value to the Company; (iv) writing, editing, and assisting with written content for the Company; and (v) providing such other services as reasonably requested by the Company. The Services can be provided from any location you deem appropriate, and no particular quantity of the Services is required. You shall make no representations, warranties, or commitments binding the Company and shall not execute any agreement on behalf of the company or hold yourself out as having such authority. You agree to provide the Services in the best interests of the Company and will not violate any applicable law or regulation in performing the Services.

3. Termination. Either you or the Company may terminate your engagement pursuant to this Agreement, with or without cause, at any time by providing notice to the other. Please note, however, that upon termination of this Agreement, the above-referenced Option grant will terminate according to the provisions set forth in the Plan and the Option grant documents. Sections 3 through 8 and any remedies for breach of this Agreement shall survive any termination.

4. Proprietary Information and Rights. Company shall own all right, title, and interest in the Inventions (defined below), and all Inventions will be deemed to be works made for hire. In the event that the Inventions are deemed not to constitute works made for hire, or in the event that you are deemed to retain any rights (by operation of law or otherwise or whether moral rights or otherwise) to any Inventions, you hereby irrevocably assign to Company, your entire right, title and interest in, to and under each of the Inventions, including without limitation, all worldwide copyrights, patent rights, trademark and trade dress rights and other proprietary rights therein and all applications or registrations (including continuations thereof) relating thereto. You hereby waive and relinquish any

moral or similar rights relating to the Inventions. You further agree to make, and hereby make, all assignments necessary to accomplish the foregoing and you agree to assist Company, at Company's expense, to evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned in each case as reasonably requested by the Company. Further, if you fail or refuse to execute any such instruments, you hereby appoint the Company as your attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on your behalf and to execute such documents. "***Inventions***" means any and all any and all software code, content, designs, look and feel, concepts, ideas, inventions, specifications, patent rights, copyrights, mask works, trademark rights, sui generis database rights, works of authorship, improvements, designations, know-how, information or trade secrets, documentation and other creations or works of authorship of any type whatsoever, whether or not patentable or registrable under copyright or similar laws and all other intellectual and industrial property rights of any sort throughout the world that you designed, developed, conceived of, or reduced to practice in connection or arising in whole or part from your services to the Company, or as a result of your access to Confidential Information, and whether performed before or after the date of this Agreement, and or that are based upon or derived from any Proprietary Information. You also authorize the use of your name, likeness and biographical information in promotional materials, websites and the like.

5. Confidential Information. You acknowledge and agree that you have had, or may have access to certain proprietary and other non-public confidential information of Company and/or its affiliated persons and entities, including, without limitation, Company's technical information, inventions, product concepts and/or ideas, source code, Company's marketing and/or development strategies, trade secrets, other marketing and/or business information, and/or information about Company's current and prospective customers, suppliers, distributors and/or employees (collectively, "***Confidential Information***"). You hereby agree to hold in confidence and trust and to not disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than as strictly required for the performance of the Services, except for such disclosure as may be strictly required by law or legal process, provided, however, that in such event you shall notify Company a reasonable time in advance of any anticipated disclosure. All such Confidential Information is the exclusive property of Company. Upon any termination of the Services, or earlier at Company's request, you shall promptly return or destroy, at Company's option, all Confidential Information in your possession, in whatever form it may exist.

6. Conflicts. We hope that this Agreement does not, in any way, conflict with any other agreement and/or commitment on your part that would prohibit you from performing your responsibilities hereunder. You represent and warrant to the Company that neither this Agreement nor the performance of services hereunder will conflict with or violate any obligation that you owe to, or any right of, any third party including, without limitation, any obligations to or rights of any current or prior employer of yours or other company you work with (e.g., a "no-moonlighting" clause, exclusive services agreement, non-compete agreement or other invention assignment agreement). You agree to promptly advise us of any perceived conflict of interest or policy which may conflict with this Agreement. If you believe that a conflict might exist, please contact the Chief Executive Officer of the Company immediately to discuss how we can satisfactorily resolve any such potential issue.

7. Independent Contractor. Nothing in this Agreement shall in any way be construed to constitute you as an agent, employee or representative of the Company, and you shall perform your services hereunder as an independent contractor. You have the right to perform services for others during the term of this Agreement (subject to Section 5), have the sole right to control and direct the means, manner and method by which the Services will be performed, have the right to perform the Services at any place, location or time, shall use your own equipment, tools and materials to perform the Services without reimbursement from the Company, and shall not receive any training from the Company in the skills necessary to perform the Services. Without limiting the foregoing, you agree that for all purposes of federal, state and foreign law, income and withholding taxes, you will not


under any circumstances be considered an employee of the Company, and shall not be entitled to any welfare, retirement, vacation or pension benefits, any health, dental, unemployment or workers' compensation insurance payments, or any other benefits, compensation or reimbursement of any types except as expressly provided in this Agreement.

8. Miscellaneous. This Agreement and the services performed hereunder are personal to you. The Company shall be free to transfer any of its rights under this Agreement to a third party. Any breach of Sections 4 or 5 will cause irreparable harm to Company for which damages would not be an adequate remedy, and therefore, Company shall be entitled to injunctive relief with respect thereto (without posting a bond or other security therefor) in addition to any other remedies. This Agreement constitutes the entire agreement between you and the Company with respect to the subject matter of your services and no changes or modifications or waivers to this Agreement, and no other compensation, shall be effective unless in writing and signed by you and the Company. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. This Agreement may be executed in counterparts, each of which when executed and delivered (including by facsimile or .PDF) shall be deemed to be an original.

We look forward to your involvement with the Company.

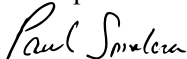
Sincerely yours,

EVERY MEDIA INC.

By: 

Name: Dan Shipper  
Title: CEO

Agreed and accepted:



Paul Smalera