

## INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (this “Agreement”), is made as of the later date of signature (the “Effective Date”), by and between Every Media, Inc. a Delaware corporation (the “Company”), and the undersigned individual or entity (the “Contractor”), each a “Party”, and collectively, the “Parties.” In consideration of premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Services.

(a) The Contractor agrees to provide the services (the “Services”), in accordance with the specifications and timeline set forth in the attached Exhibit A (a “Statement of Work”), which is incorporated herein by this reference, and specified in any Statement of Work that may, from time to time, be executed by the Parties and attached to this Agreement, as directed by the Company. The Contractor shall perform all Services to the best of the Contractor’s ability, in a first-class, professional manner.

(b) The Company may provide the Contractor with both tangible and non-tangible items to facilitate the completion of the Services (the “Company Materials”). The Contractor acknowledges that the Company Materials are the sole property of the Company and may only be used for matters directly related to the Services. The Contractor shall maintain the Company Materials in good condition and shall promptly return or destroy all such items to the Company when requested by the Company at any time or upon termination of this Agreement.

2. Term and Termination. This Agreement shall commence on the Effective Date and will continue for the term of any Statement of Work executed hereunder, unless earlier terminated by the Company on written notice or on the mutual agreement of the Company and the Contractor.

3. Payment. As full compensation for the Services to be provided by the Contractor under this Agreement, the Company agrees to pay the Contractor a fee (the “Fee”) in the amount set forth in the attached (or subsequent, then current, and controlling) Statement of Work, payable in accordance with a payment schedule set forth therein. Upon termination of this Agreement, the Contractor’s sole remedy shall be the payment of any Fee previously accrued but not paid.

### 4. Status as Independent Contractor.

(a) The Contractor understands and agrees that the Contractor shall perform the Services as an independent contractor. The Contractor shall not be deemed to be an employee, partner, agent, or representative of the Company, and shall have no authority to bind the Company in any manner whatsoever. Nothing contained in this Agreement will be construed to create an employment, partnership, or joint venture relationship between the Contractor and the Company. The Contractor shall not be entitled to receive any employment rights or benefits, including, but not limited to, health insurance, paid vacation, paid holidays, sick leave, unemployment, disability, worker’s compensation, or insurance coverage of whatever nature, as are in effect generally for the Company’s employees. The Contractor shall be treated as an independent contractor for all purposes including, without limitation, for local, state, and federal tax purposes. The Contractor assumes sole and full responsibility for payment for all local, state, and federal taxes imposed or required under unemployment insurance, self-employment, Social Security and income tax laws upon compensation paid to the Contractor.

(b) The Contractor represents and warrants that (i) as an independent business/proprietor, the Contractor has in place all insurances required by law and any other insurance that is customary according

to standard industry practice for the performance of the Services, and (ii) the Contractor is solely responsible for its income- and employment-related taxes.

(c) If the Contractor is not a corporation, the Contractor acknowledges that the Contractor may be liable for self-employment (Social Security and Medicare) tax, as well as other taxes to state and city authorities, to be paid by Contractor in compliance with applicable law. The Contractor will not make, and hereby waives and releases any right to make, any claim against the Company under applicable workers' compensation laws, or otherwise relating to or arising from any illness or injury that the Contractor sustains while performing the Services.

(d) Unless otherwise agreed between the Contractor and the Company, the Contractor will use Contractor's own office, equipment, and tools necessary to perform the Services.

5. Ownership of Work; Representations & Warranties.

(a) The Contractor acknowledges and agrees that all Work (as herein defined) shall be and shall at all times remain the property of the Company. As used herein, the term "Work" shall mean all results and proceeds of the Contractor's Services, and all materials, including, without limitation, any photographs, digital originals or copies, proofs, negatives, prints, notes, tapes, transcripts, data, drafts, research, outlines, proposals, and documents prepared, written, assembled, created, derived from, or organized by the Contractor or otherwise provided to or obtained by the Contractor in connection with preparation of the Services.

(b) Contractor acknowledges and agrees that all Work shall be considered to be: (i) created in the scope of the Contractor's relationship with Company; (ii) "work made for hire" as defined under the U.S. Copyright Act, 17 U.S.C. §101 et seq., as amended; and (iii) shall be owned exclusively by the Company. To the extent that any such Work, or any portion thereof, is not construed as "work made for hire" under applicable law, the Contractor hereby assigns to the Company all right, title, and interest, including, without limitation, any copyright or other intellectual property rights, in such Work, in perpetuity, in all forms and in all languages and territories throughout the world. The Company shall have the exclusive right to use the Work, whether original or derivative, for all purposes, including all rights under copyright and the exclusive rights to print, publish, and distribute the Work in any form or medium, whether now known or hereafter created throughout the world including, but not limited to, all formats of electronic, magnetic, digital, laser, or optical-based media, and in connection with any advertising or promotion thereof, and in all languages and territories, together with the right to make such changes to, and derivative works of, the Work as the Company deems appropriate. The Contractor and all of the Contractor's employees, independent contractors, and contributors, if any, perpetually, unconditionally, and irrevocably waive the benefits of any provision of the law known as moral rights or "droit moral" (collectively, "Moral Rights") held in the Work. For purposes of this Agreement, "Moral Rights" shall mean any right to claim authorship of, or credit in or to, any of the Work, to object to or prevent the modification or destruction of any of the Work, or to withdraw from circulation or control the publication or distribution of any of the Work, and any similar right, existing under judicial or statutory law of any country or subdivision thereof in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

(c) During the term of this Agreement and at all times thereafter, the Contractor shall, at the Contractor's own expense, assist the Company in every proper way to protect, enforce, and perfect their rights and interests in the Work throughout the world, and to execute all documents required for the protection of all such rights and interests, including, without limitation, patent, copyright, trademark and other applications and assignments relating to the Work. The Contractor hereby designates and appoints the Company and its duly authorized officers and agents as the Contractor's agent and attorney-in-fact to

execute and file any certificates, applications, or documents and to perform all other lawful acts necessary to obtain and protect the Company's rights in the Work. The Contractor expressly acknowledges that the foregoing power of attorney is coupled with an interest and is irrevocable and shall survive termination of this Agreement, or, where applicable, the Contractor's insolvency, dissolution, death, or incompetency.

(d) The Contractor warrants and represents that: (i) the Contractor has the right to grant the rights set forth in this Agreement; (ii) the Contractor has no contractual commitment of any kind which may prevent or interfere with the performance of the Contractor's obligations under this Agreement, and the Contractor's performance under the terms of this Agreement and duties as an independent contractor of the Company will not breach any assignment, proprietary information, confidentiality, non-competition, non-solicitation, or similar agreement with any current or former employer or other third party; (iii) all Work is original, the Contractor is the sole author thereof, and the Contractor has not assigned or pledged the Work or any rights thereto; (iv) the Work does not contain any unlawful, libelous, or defamatory matter nor will use of the Work or the Contractor's Services by the Company in accordance with the Statement of Work violate any applicable laws or regulations; (v) the Contractor has not caused the Work to be made public other than with the prior written consent of the Company; (vi) the Work and the Services do not infringe upon the rights, including, but not limited to, copyright, trademark, patent, or trade secret, of any other person or entity; and (vii) the Contractor will not bring to the Company or use in the performance of the Contractor's duties for the Company any documents, materials, or intangibles of a former employer or third party that are not generally available to the public or have not been legally transferred to the Company.

(e) The terms of this Paragraph 5 shall apply to all Work prepared prior to, as well as after, the execution of this Agreement.

#### 6. Confidential Information.

(a) The Contractor acknowledges that the Contractor has acquired or may acquire Confidential Information (as herein defined) of the Company and that communication of such Confidential Information to third parties could irreparably injure the business of the Company. Accordingly, the Contractor shall not, at any time either during or after the term of this Agreement, directly or indirectly, use or cause to be used any such Confidential Information in connection with any activity or business except the business of the Company, and shall not disclose any such Confidential Information to any third party, unless such disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, or a regulatory or governmental body having jurisdiction over the Contractor; provided that the Contractor shall give the Company written notice of any such order so as to give the Company adequate opportunity to object to such order.

(b) Upon (i) termination of this Agreement for any reason, (ii) termination of the Contractor's access to Confidential Information, or (iii) the earlier request of the Company, the Contractor shall return to the Company all originals and copies of materials, whether kept at the Contractor's business office or otherwise, including all materials containing any Confidential Information, in any tangible form and, to the extent practicable, intangible form, that the Contractor may have in the Contractor's possession or control.

(c) As used herein, the term "Confidential Information" means any information relating to the Company's business affairs, trade secrets, research and development data, know-how, market studies and forecasts, competitive analyses, pricing policies, employment agreements, personnel policies, the substance of agreements with customers, contractors, suppliers, sublicensees, and others, or any other information relating to the Company that is not generally known to the public or to actual or potential

competitors of the Company (other than through a breach of this Agreement), and/or that the Company otherwise designates as being confidential or which, under the circumstances surrounding disclosure ought to be reasonably treated as confidential by the Contractor. For the avoidance of doubt, Confidential Information also includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Company products or services and/or any products or services of any client or partner of the Company, the marketing or promotion of any Company products or services and/or any products or services of any client or partner of the Company, the Company's and/or any of its clients' or partners' business policies or practices and information received from others, including, but not limited to, any clients or partners, that the Company is obligated to treat as confidential, which may or may not be marked as such.

(d) The Contractor shall immediately notify the Company upon discovery of any unauthorized use or disclosure of the Confidential Information or any other breach of this Agreement by the Contractor, whether or not inadvertent, and will cooperate with the Company in every reasonable way to help the Company regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

(e) The Contractor shall, at Company's request, return all originals, copies, reproductions, and summaries of the Confidential Information and all other tangible materials provided to the Contractor as Confidential Information, or at the Company's option, purge from the Contractor's files (in any medium in which it may be stored) and certify destruction of the same.

(f) The Contractor acknowledges that any use or disclosure of the Confidential Information in breach of this Agreement will cause irreparable harm for which the Company may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any such breach or threatened breach, the Company shall be entitled to seek injunctive relief, in addition to other remedies (including, without limitation, the forfeiture of the Contractor's rights to any unpaid Fees otherwise due and owing by the Company under this Agreement), from a court of competent jurisdiction in addition to any other remedy available at law or in equity, without the necessity for posting a bond. The failure of the Company to enforce any rights resulting from breach of paragraph of this Agreement by the Contractor will not be deemed a waiver of any right relating to subsequent breach of such provision or any other right hereunder.

(g) Both the Contractor and the Company hereby agree that during the lifetime of this Agreement and at all times thereafter (without regard to the basis upon which the Agreement was terminated or otherwise concluded), neither Party will make any statement that is disparaging about the other Party, any of the other Party's officers, directors, members, employees, or contractors, including, but not limited to, any statement that disparages the products and/or services, finances, financial condition, or capabilities of the other Party. The Parties further agree that neither Party will engage in any conduct that is intended to or is likely to inflict harm upon the professional or personal reputation of the other Party.

(h) The terms of this Paragraph 6 shall apply to all Confidential Information acquired by Contractor prior to, as well as after, the execution of this Agreement.

## 7. Indemnity.

(a) The Contractor (or the "Indemnifying Party") agrees to defend, indemnify and hold the Company, its directors, officers, employees, agents, stockholders, licensees, sublicensees, and affiliates (collectively the "Indemnified Parties") harmless, at the Contractor's own cost and expense, for all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs) (each of which, individually, a

“Claim”) whether or not involving a third-party claim, which arise out of or relate to, in each case whether or not the relevant claim has merit: (i) infringement of any patent, copyright, trade secret, or other property right in connection with materials furnished to the Company by the Contractor pursuant to the terms of this Agreement, including, but not limited to, the Work, or the use thereof by the Company; (ii) the Contractor’s fault or negligence; (iii) personal injury or damage to property arising out of the furnishing, performance, or use of the Work; and (iv) the Contractor’s breach or violation of any covenant, obligation, representation, or warranty under this Agreement.

(b) The Indemnified Parties shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim; provided, however, that the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. If a Claim is brought, the Indemnifying Party shall undertake and control the defense of such action with counsel of its choice; provided that (i) the Indemnified Party at its own expense may participate and appear on an equal footing with Indemnifying Party in the defense of such Claims, and (ii) the Indemnified Party may undertake and control such defense in the event of the material failure of the Indemnifying Party to undertake and control the same.

8. Severability. In the event any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the other provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

9. Survival. All terms and conditions of this Agreement, which should by their nature survive the termination of Services, including without limitation Paragraphs 5 and 6, shall so survive.

10. Successors and Assigns. This Agreement is personal to the Contractor individually and shall in no way be subject to assignment by the Contractor except as otherwise set forth herein. This Agreement shall be binding upon and inure to the benefit of the Contractor, the Company and its respective assigns, successors, heirs, and legal representatives; provided, however, that neither this Agreement nor any rights hereunder may be assigned or delegated by the Contractor, the Contractor’s successors, heirs, and/or legal representatives without the prior written consent of the Company.

11. Governing Law. This Agreement shall be construed and controlled by the laws of the State of New York. Any dispute arising under, relating to or in any way connected with this Agreement must first be submitted to non-binding mediation, unless the Parties agree in writing to waive such requirement. Mediation shall be conducted and administered by American Arbitration Association in New York, New York. If a dispute remains unresolved at the conclusion of the mediation process or the parties stipulate in writing to waive mediation, either Party may submit the dispute to binding arbitration in accordance with the then-current Commercial Arbitration Rules and Expedited Procedures of the American Arbitration Association in New York, New York. Such arbitrator shall be a lawyer not employed by or associated with either Party to this Agreement and shall have substantive experience in matters similar to the subject matter of this Agreement. All mediation and arbitration proceedings shall be confidential and New York law shall apply. The parties agree that Company is engaged in transactions involving interstate commerce and that, except as provided herein, the Federal Arbitration Act (the “FAA”) shall govern the interpretation, applicability, and enforcement of, and all arbitration proceedings pursuant to, this Agreement. To the extent that the FAA is inapplicable, New York’s arbitration laws shall apply. The Parties agree to share the administration and mediator and/or arbitrator’s fees for the mediation and/or arbitration equally. For the avoidance of doubt, this Paragraph 11 shall not obligate the Company to pay for the Contractor’s attorneys’ fees in the event of a dispute between the Contractor and the Company. Any reference in this Paragraph 11 to the Company also refers to all subsidiary and affiliated entities, all benefit plans, sponsors and trustees of benefit plans, fiduciaries, administrators, officers, and directors.

Other than as set forth in Paragraph 6 above, this provision is intended to provide the Parties with the exclusive forum for redressing grievances that arise under, relate to, or are in any way connected to this Agreement.

12. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and communications (both written and oral) between the Contractor and the Company relating generally to the same subject matter. This Agreement may be modified, or any rights under it waived, only in a writing signed by the Party against whom enforcement of such modification or waiver is sought.

13. No Waiver. No waiver of any right or option hereunder by either Party shall operate as a waiver of any other right or option, or of any subsequent occasion for its exercise, or of any legal remedy. All remedies provided by this Agreement are in addition to all other remedies by it or the law provided.

14. Notices. Any notice required or permitted to be given pursuant to this Agreement shall be deemed to have been validly given when personally delivered, sent by certified or registered mail, postage pre-paid, return receipt requested to such other address as any of such parties shall have designated in writing to the other parties from time to time, or by email correspondence with acknowledgement of receipt.

15. Interpretation. Neither Party hereto shall be deemed to be the drafter of this Agreement, it being the Parties' mutual intention that this Agreement not be construed, in whole or in part, against either of the Parties hereto pursuant to any doctrine, law, or rule of construction which provides that contract provisions are to be construed against the Party drafting such provisions.

16. Force Majeure. Neither Party shall be liable for delays or failures to perform its responsibilities under this Agreement due to causes beyond its reasonable control, including, without limitation, riot, war, national disaster, epidemic, fire, explosion, storm, flood, acts of God, acts of terrorism, public disturbance, strike, or labor dispute. In such event, the affected Party, upon prompt written notice to the other Party, will be excused from performance to the extent of the interference; provided, however, that the affected Party must take all commercially reasonable steps to remove the causes of non-performance and resume performance as soon as such causes are removed. Notwithstanding the foregoing however, the Company's time to perform its obligations under this Agreement shall be extended for a period equal to the period of delay caused by the interference.

17. Counterparts. Execution and delivery of this Agreement may be in counterparts evidenced by facsimile or electronic transmission.

In witness whereof, the Parties have duly executed this Agreement as of the Effective Date.

EVERY MEDIA, INC.

CONTRACTOR

\_\_\_\_\_, on behalf of  
Every Media, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

INDIVIDUAL GUARANTY

If Contractor is a loan-out company, the undersigned individual (the “Individual”) hereby acknowledges Individual has read the provisions of the Agreement, including all Statements of Work, and hereby agrees to be bound thereby insofar as they relate to matters within the Individual’s control, including, without limitation, the rendition of the Individual’s personal services and the compensation provisions of the Agreement and Statements of Work. Individual will look solely to the Contractor, and not to Company, for all compensation payable to Individual for Individual’s services and the rights granted to Company pursuant to the Agreement and Statements of Work, and acknowledges, furthermore, that Company would not, without this personal agreement by Individual, enter into the Agreement and any Statements of Work.

\_\_\_\_\_  
Individual Name

\_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Date