

EVERY MEDIA LLC AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION, AND INVENTION ASSIGNMENT AGREEMENT

As a condition of my employment with or services to Every Media, LLC (together with any parent, subsidiaries, controlled affiliates, successors and assigns “Company”), and in consideration of my employment with Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following provisions of this Every Media LLC At-Will Employment, Confidential Information, and Invention Assignment Agreement (this “Agreement”):

1. AT-WILL EMPLOYMENT

I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH COMPANY IS FOR NO SPECIFIED TERM AND CONSTITUTES “AT-WILL” EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY THE PRESIDENT OR CEO OF COMPANY. ACCORDINGLY, I ACKNOWLEDGE THAT MY EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT MY OPTION OR AT THE OPTION OF COMPANY, WITH OR WITHOUT NOTICE. I FURTHER ACKNOWLEDGE THAT COMPANY MAY MODIFY JOB TITLES, SALARIES, AND BENEFITS FROM TIME TO TIME AS IT DEEMS NECESSARY.

2. APPLICABILITY TO PRIOR ENGAGEMENT PERIOD.

Company and I acknowledge that, to the extent I have been engaged to provide services for Company prior to the date of this Agreement (the “Prior Engagement Period”), whether as an employee, independent contractor, consultant, advisor, or otherwise, and if during the Prior Engagement Period: (i) I received access to any information from or on behalf of Company that would have been “Confidential Information” (as defined below) if I received access to such information during the period of my employment with Company under this Agreement; or (ii) I conceived, created, authored, invented, developed or reduced to practice any item, including any intellectual property rights with respect thereto, that would have been an “Invention” (as defined below) if conceived, created, authored, invented, developed or reduced to practice during the period of my employment with Company under this Agreement, then any such information shall be deemed “Confidential Information” hereunder and any such item shall be deemed an “Invention” hereunder, respectively, and this Agreement shall apply to such information or item as if conceived, created, authored, invented, developed or reduced to practice under this Agreement.

3. CONFIDENTIALITY

A. Definition of Confidential Information. For purposes of this Agreement, I understand that “Confidential Information” means information that Company has or will develop, acquire, create, compile, discover or own, that has value in or to Company’s business which is not generally known and which Company wishes to maintain as confidential. Confidential Information includes both information disclosed by Company to me, and information developed or learned by me during the course of my employment with Company. Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Confidential Information. By example, and without limitation, Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of Company, or to Company’s technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information

regarding Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of Company on which I called or with which I may become acquainted during the term of my employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure by Company to me; (ii) becomes publicly known or made generally available after disclosure by Company to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by Company as shown by my then-contemporaneous written records. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law.

B. *Nonuse and Nondisclosure.* I agree that during and after my employment with Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and I will not (i) use Confidential Information for any purpose whatsoever other than for the benefit of Company in the course of my employment, or (ii) disclose Confidential Information to any third party without the prior written authorization of the President, CEO, or the Board of Managers of Company. Prior to disclosure when compelled by applicable law; I shall provide prior written notice to the President, CEO, or General Counsel of Company (as applicable). I agree that I obtain no title to any Confidential Information, and that as between Company and myself, Company retains all Confidential Information as the sole property of Company. I understand that my unauthorized use or disclosure of Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by Company. I understand that my obligations under this Section 3.B shall continue after termination of my employment.

C. *Former Employer Confidential Information.* I agree that during my employment with Company, I will not improperly use, disclose, or induce Company to use any proprietary information or trade secrets of any former employer or other person or entity with which I have an obligation to keep in confidence. I further agree that I will not bring onto Company's premises or transfer onto Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, Company has been consented to in writing by such third party.

D. *Third Party Information.* I recognize that Company has received and in the future will receive from third parties associated with Company, e.g., Company's customers, suppliers, licensors, licensees, partners, or collaborators ("Associated Third Parties"), their confidential or proprietary information ("Associated Third Party Confidential Information") subject to a duty on Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between Company and such Associated Third Parties. I agree at all times during my employment with Company and thereafter, that I owe Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for Company consistent with Company's agreement with such Associated Third Parties. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party

Confidential Information or violation of any Company policies during my employment may lead to disciplinary action, up to and including immediate termination and legal action by Company.

E. *DTSA Notice*. Federal law states that an individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret under either of the following conditions: (A) the disclosure is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of the law; or (B) the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if the filing is made under seal. Federal law also states that an individual who files a lawsuit alleging retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except as required by a court order. Nothing in this Agreement is intended to modify or limit such federal law.

4. OWNERSHIP

A. *Assignment of Inventions*. As between Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of Company (including during my off-duty hours), or with the use of Company's equipment, supplies, facilities, or Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, except as provided in Section 4.G below (collectively, "Inventions"), are the sole property of Company. I also agree to promptly make full written disclosure to Company of any Inventions, and to deliver and assign and hereby irrevocably assign fully to Company all of my right, title and interest in and to Inventions. I agree that this assignment includes a present conveyance to Company of ownership of Inventions that are not yet in existence. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within Company's sole discretion and for Company's sole benefit, and that no royalty or other consideration will be due to me as a result of Company's efforts to commercialize or market any such Inventions.

B. *Pre-Existing Materials*. I have attached hereto as Exhibit A, a list describing all inventions, discoveries, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with Company and which are subject to California Labor Code Section 2870 (attached hereto as Exhibit B), and which relate to Company's proposed business, products, or research and development ("Prior Inventions"); or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on Exhibit A, they will not materially affect my ability to perform all obligations under this Agreement. I will inform Company in writing before incorporating such Prior Inventions into any Invention or otherwise utilizing such Prior Invention in the course of my employment with Company, and Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any

Invention without Company's prior written permission.

C. *Moral Rights.* Any assignment to Company of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights"). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

D. *Maintenance of Records.* I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by Company. As between Company and myself, the records are and will be available to and remain the sole property of Company at all times.

E. *Further Assurances.* I agree to assist Company, or its designee, at Company's expense, in every proper way to secure Company's rights in the Inventions in any and all countries, including the disclosure to Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this Section 4.E shall continue after the termination of this Agreement.

F. *Attorney-in-Fact.* I agree that, if Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to Company in Section 4.A, then I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

G. *Exception to Assignments.* I UNDERSTAND THAT THE PROVISIONS OF THIS AGREEMENT REQUIRING ASSIGNMENT OF INVENTIONS TO COMPANY DO NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF CALIFORNIA LABOR CODE SECTION 2870 (ATTACHED HERETO AS EXHIBIT B). I WILL ADVISE COMPANY PROMPTLY IN WRITING OF ANY INVENTIONS THAT I BELIEVE MEET THE CRITERIA IN CALIFORNIA LABOR CODE SECTION 2870 AND ARE NOT OTHERWISE DISCLOSED ON EXHIBIT A.

5. CONFLICTING OBLIGATIONS

A. *Current Obligations.* I agree that during the term of my employment with Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to Company.

B. *Prior Relationships.* Without limiting Section 5.A, I represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity that

conflict with the provisions of this Agreement, my obligations to Company under this Agreement, or my ability to become employed and perform the services for which I am being hired by Company. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices, and documents), I have returned all property and confidential information belonging to all prior employers (and/or other third parties I have performed services for in accordance with the terms of my applicable agreement). Moreover, I agree to fully indemnify Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law.

6. PERMITTED DISCLOSURES AND ACTIONS To the fullest extent that the following disclosure or actions are permitted under then-applicable law, I understand and agree that nothing in this Agreement shall prohibit or restrict me from (a) initiating communications directly with, cooperating with, providing relevant information to or otherwise assisting in an investigation by the U.S. Securities and Exchange Commission, the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Labor, the Occupational Safety and Health Commission, or any other governmental or regulatory body or official(s) or self-regulatory organization ("SRO") regarding a possible violation of any applicable law, rule or regulation or making disclosures that are protected under whistleblower provisions of federal law or regulation; (b) responding to any inquiry from any such governmental or regulatory body or official or SRO or governmental authority, including an inquiry about the existence of this Agreement or its underlying facts or circumstances; or (c) testifying, participating or otherwise assisting in any action or proceeding relating to a possible violation of a law, rule or regulation. Moreover, nothing herein precludes me from disclosing or discussing wages or other terms and conditions of employment, or otherwise exercising my Section 7 rights under the National Labor Relations Act. Further, nothing in this Agreement requires me to notify Company of any such communications, cooperation, assistance, responses to inquiries, testimony or participation as described in the preceding sentence.

7. RETURN OF COMPANY MATERIALS

Upon separation from employment with Company, on Company's earlier request during my employment, or at any time subsequent to my employment upon demand from Company, I will immediately deliver to Company, and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Confidential Information, Associated Third Party Confidential Information, all devices and equipment belonging to Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to Section 4.D. I also consent to an exit interview to confirm my compliance with this Section 7.

8. TERMINATION CERTIFICATION

Upon separation from employment with Company, I agree to immediately sign and deliver to Company the "Termination Certification" attached hereto as Exhibit C. I also agree to keep Company advised of my home and business address for a period of three (3) years after termination of my employment with Company, so that Company can contact me regarding my

continuing obligations provided by this Agreement.

9. NOTIFICATION OF NEW EMPLOYER

In the event that I leave the employ of Company, I hereby grant consent to notification by Company to my new employer about my obligations under this Agreement.

10. REPRESENTATIONS

Without limiting my obligations under Section 4.E above, I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent and warrant that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

11. AUDIT

I acknowledge that I have no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, voicemail, or documents that are used to conduct the business of Company. All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of Company. As such, Company has the right to audit and search all such items and systems, without further notice to me, to ensure that Company is licensed to use the software on Company's devices in compliance with Company's software licensing policies, to ensure compliance with Company's policies, and for any other business-related purposes in Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to Company's technology systems, including, without limitation, open source or free software not authorized by Company, and that I shall refrain from copying unlicensed software onto Company's technology systems or using non-licensed software or websites. I understand that it is my responsibility to comply with Company's policies governing use of Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment.

I am aware that Company has or may acquire software and systems that are capable of monitoring and recording all network traffic to and from any computer I may use. Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of Company's internal networks. Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

12. MISCELLANEOUS

A. Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by the laws of the State of New York without regard to conflicts of law rules that may result in the application of the laws of any jurisdiction other than New York. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in New York for any lawsuit filed against me by Company.

B. Assignability. This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of Company, its

successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets, units of equity or stock, or otherwise.

C. *Entire Agreement.* This Agreement, together with the Exhibits herein and any executed written offer letter between me and Company, to the extent such materials are not in conflict with this Agreement, sets forth the entire agreement and understanding between Company and me with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any related representations made during any interview(s) or relocation negotiations, if applicable. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

D. *Headings.* Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

E. *Severability.* If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

F. *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by a duly authorized representative of Company and me. Waiver by Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

G. *Survivorship.* The rights and obligations of the parties to this Agreement will survive termination of my employment with Company.

AGREED TO AND ACCEPTED:

Date: 6/13/20


Signature

Nathan Bashaw

Name of Employee (typed or printed)

EXHIBIT A

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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___ No inventions or improvements

___ Additional Sheets Attached

Date: 6/13/20


Signature

Nathan Bashaw

Name of Employee (typed or printed)

EXHIBIT B

CALIFORNIA LABOR CODE SECTION 2870

INVENTION ON OWN TIME-EXEMPTION FROM AGREEMENT

“(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a),

the provision is against the public policy of this state and is unenforceable.”

EXHIBIT C

EVERY MEDIA LLC TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, any other documents or property, or reproductions of any and all aforementioned items belonging to Every Media LLC, its subsidiaries, affiliates, successors or assigns (together, the “Company”).

I further certify that I have complied with all the terms of Company’s At-Will Employment, Confidential Information, and Invention Assignment Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others), as covered by that agreement.

I further agree that, in compliance with the At-Will Employment, Confidential Information, and Invention Assignment Agreement, I will preserve as confidential all Confidential Information and Associated Third Party Confidential Information, including trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of Company or any of its employees, clients, consultants, or licensees.

I agree that nothing in this paragraph shall affect my continuing obligations under the At-Will Employment, Confidential Information, and Invention Assignment Agreement during and after this twelve (12) month period, including, without limitation, my obligations under Section 3 (Confidentiality) thereof.

After leaving Company’s employment, I will be employed by _____ in the position of _____.

Date:

Signature

Name of Employee (typed or printed)

Address for Notifications: