

TERMINATION OF SERVICES AGREEMENT

This Termination of Services Agreement (this “**Agreement**”) is entered into by and among Every Media, Inc., a Delaware corporation, (the “**Company**”), with an address located at 221 Canal Street, Floor 5, New York, NY 10013, and Paul Smalera, an individual, whose address for notices is __1304 Kearny St., San Francisco, CA 94133 _____ (referred to throughout this Agreement as “**Service Provider**”), which parties, agreeing to be legally bound, agree as follows:

1. **Termination of Services.** This Agreement contains the details related to the Service Provider’s termination of service with the Company and the payments being offered to Service Provider in exchange for signing this Agreement. Service Provider’s termination of services with the Company shall be effective as of July 31, 2020 (“**Termination Date**”).

2. **Termination Payment.** In consideration for signing this Agreement and compliance with the promises made in this Agreement, and after the Company’s receipt of an executed copy of this Agreement, the Company will pay Service Provider an amount equal to Six Thousand Dollars (\$6,000.00) (the “**Termination Payment**”). The Termination Payment will be paid to Service Provider within 20 calendar days after the Company receives a copy of the Agreement executed by the Service Provider. The Service Provider will be issued a Form 1099 for the Termination Payment and is solely responsible for payment of any taxes on the Termination Payment. In addition to the Termination Payment, the Company shall issue to Service Provider an option to purchase 13,334 shares of Common Stock pursuant to the advisor letter attached hereto as Exhibit A.

3. **Acknowledgements.** Without detracting in any respect from any other provision of this Agreement: (a) Service Provider hereby agrees and acknowledges that this Agreement constitutes a knowing and voluntary waiver of all rights and claims that Service Provider has or may have against the Company Released Parties (as defined below), as set forth in Section 4 below, and that Service Provider has no physical or mental impairment of any kind that has interfered with Service Provider’s ability to read and understand the meaning of this Agreement or its terms; (b) Service Provider agrees and acknowledges that the Termination Payment provided to Service Provider under this Agreement is in addition to anything of value to which Service Provider is already entitled; (c) Service Provider is not be entitled to receive any other remuneration of any sort from the Company including, without limitation, bonuses, commission, equity, or any other form of remuneration from the Company Released Parties at any time; (d) Service Provider has reported all hours of service performed for the Company; (e) Service Provider has no unreported reimbursements to report or claim against the Company (f) Service Provider agrees and acknowledges that Service Provider has been advised, in writing, to thoroughly review and understand the effect of this Agreement before acting on it and to consult with an attorney prior to signing this Agreement; and (g) Service Provider agrees and acknowledges that this Agreement constitutes a knowing and voluntary waiver of all rights and claims any of the Releasing Parties has or may have against the Company Released Parties.

4. **Release.**

(a) Service Provider, for Service Provider’s self and Service Provider’s executors, administrators and heirs, successors and assigns (collectively, the “**Releasing Parties**”), in consideration of the Termination Payment described in Section 2 of this Agreement, knowingly and voluntarily releases, remises, and forever discharges the Company and each of the Company’s predecessors, successors, and past and present parents, sisters, related corporations and entities, assigns, subsidiaries, affiliates, and divisions and each of their respective past and present employees, independent contractors, founders, equityholders, officers, managers, directors, representatives, attorneys, investors, and agents (all such entities and persons being referred to collectively in this Agreement along with the Company as the “**Company Released Parties**”) from any and all claims, damages, judgments, costs, fees (including attorneys’ fees), expenses, losses, injuries, suits, debts, liabilities, sums of money, accounts, covenants,

contracts, liens, bonds, bills, obligations, liabilities, controversies, promises, demands, actions, rights, causes of action, and all other liabilities of whatever kind or nature, at law or in equity, known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, anticipated or unanticipated, accrued or unaccrued, made, brought, or which could have been made or brought, which the Releasing Parties may have had, may presently have, or hereafter may have, against the Company Released Parties for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of time up to and including the date that Service Provider signs this Agreement, including but not limited to any claims relating to Service Provider's relationship with the Company or the Company terminating Service Provider's relationship with the Company, claims under any local, state or other federal law, statute, regulation or ordinance, any claims under any and all agreements between the parties, any claim based on public policy, contract (written or oral), tort or common law, and any claim for punitive, compensatory, and liquidated damages, any claim for costs, fees, or other expenses (including attorneys' fees), (all such claims being collectively referred to as "**Claims**"). Service Provider understands that this is a general release and by signing this Agreement, the Releasing Parties are waiving all claims that any of them ever had, now have, or may hereafter have against the Company Released Parties, that arose or may have arisen before Service Provider signed this Agreement. Notwithstanding the foregoing or anything in this Agreement to the contrary, the release contained in this Section 4 does not extend to claims relating to the validity or enforcement of this Agreement, or other non-waivable claims (in each case, to the extent applicable).

(b) Service Provider confirms that Service Provider is not a party to, or beneficiary of, any claim, charge, complaint or action that exists in any forum or form against any of the Company Released Parties

(c) Service Provider acknowledges that Service Provider has not made any claims or allegations related to sexual harassment or sexual abuse by any of the Company's employees or vendors and the Termination Payment set forth in this Agreement is not related to sexual harassment or sexual abuse.

(d) Nothing in this Agreement, including but not limited to the Claims released in this Section 4(a) above, and the confidentiality obligations in Section 8, shall prohibit, discourage, deter or interfere with Service Provider's right to file a charge with, communicate with, or participate in any proceeding or investigation conducted by any government agency charged with enforcement of any law. However, by signing this Agreement, Service Provider is waiving rights of individual relief based on claims asserted in such a charge or complaint, except where such a waiver of individual relief is prohibited.

(e) **It is the intention of the parties that the foregoing release shall be effective as a bar to all matters released herein. In furtherance, and not in limitation of such intention, the release described herein shall remain in effect as the full and complete release, notwithstanding the discovery or existence of any additional facts or claims. To further effectuate this intention, Service Provider hereby waives Service Provider's rights under California Civil Code Section 1542, with respect to any and all matters released herein. Service Provider acknowledges that California Civil Code Section 1542 reads as follows:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

In waiving the provisions of Section 1542 of the California Civil Code, Service Provider acknowledges that Service Provider may hereafter discover facts in addition to or different from

those which Service Provider now believes to be true with respect to the matters released herein, but agrees that Service Provider has taken that possibility into account in entering into this Agreement, and that the release given here shall remain in effect as a full and complete release notwithstanding the discovery or existence of such additional or different facts, as to which Service Provider expressly assumes the risk.

5. **Company Property.** You agree that all Work Product (defined below) and other business, technical and financial information (including, without limitation, the identity of and information relating to Company's customers, vendors and employees and the Company's software and product roadmap) that you obtained from or assigned to Company, or learned in connection with your service to the Company, constitute the Company's "**Proprietary Information.**" You will hold in confidence and not disclose to any third party or use any Proprietary Information. Service Provider hereby represents and warrants that Service Provider has returned to the Company all of its property in Service Provider's possession, custody or control, including, without limitation: (i) any and all credit cards, key cards, all computer equipment, including laptops, servers and storage devices; (ii) any and all logos, slogans, or other designs and branded materials, whether developed by the Company, Service Provider, or a third party for the Company; and (iii) any and all written information, correspondence, drawings, product specifications, manuals, letters, notes, notebooks, reports, flowcharts, programs, customer lists, vendor lists, pricing information, proposals and any documents, materials or equipment that constitute, contain or relate in any way to proprietary or confidential information or trade secrets of the Company (or the Company's customers or vendors), along with any other documents, equipment and materials of any kind relating in any way to the business of the Company which are or may be in Service Provider's possession, custody or control, and which are or may be the property of the Company, whether confidential or not, including any and all originals and all copies thereof which may have been made by or for Service Provider or any other materials in Service Provider's possession, custody or control that are the property of the Company. Service Provider further represents and warrants that Service Provider has not retained any copies, electronic or otherwise, of such property and that Service Provider has deleted or returned all e-mails and text messages stored on any personal device of Service Provider relating to the Company or its business. Service Provider hereby irrevocably assigns and transfers to Company all right, title and interest, in, to or relating to any and all creations or works of authorship of any type whatsoever furnished as a result of the services provided to the Company or otherwise delivered by Service Provider to the Company, including those performed prior to the date of this Agreement (collectively, the "**Work Product**"). Service Provider hereby waives any moral or similar rights relating to the Work Product, and hereby agrees to execute and deliver such documents, and to take such other reasonable measures, as Company may reasonably request to record, perfect or enforce its rights in, to or relating to the Work Product.

7. **Recovery of Amounts Paid.** In the event Service Provider receives any benefits in any proceeding, or if Service Provider fails to abide by any of the terms of this Agreement, the Company may, in addition to any other remedies it may have, reclaim any amounts paid to Service Provider under this Agreement without waiving the release granted in Section 4, to the extent permitted by applicable law.

8. **Confidentiality.** Service Provider agrees not to disclose any information regarding the existence or substance of this Agreement, except to an attorney with whom Service Provider chooses to consult regarding Service Provider's consideration of this Agreement, to a government agency for the purposes of the payment or collection of taxes, and Service Provider's accountants and financial advisors, unless Service Provider is required to do so under compulsion of law or process of law and provided Service Provider has given the Company reasonable prior written notice thereof. The parties further agree that this confidentiality provision is essential to the Agreement, and that any breach of this provision by Service Provider constitutes a material breach of this Agreement by Service Provider.

9. **Injunctive Relief.** Service Provider agrees that any breach of this Agreement will result in irreparable damage to the Company for which the Company will have no adequate remedy at law, and

therefore, if such a breach should occur, Service Provider hereby consents to any temporary or permanent injunction or decree of specific performance by any court of competent jurisdiction in favor of the Company enjoining any such breach, without prejudice to any other right or remedy to which the Company shall be entitled and without the Company being required to obtain a bond or security in connection with its exercise of any such equitable remedy.

10. **Severability; Assignment.** All provisions of this Agreement are severable, and if any of them is determined to be invalid or unenforceable by a court of competent jurisdiction for any reason, the remaining provisions and portions of this Agreement shall be unaffected thereby and shall remain in full force to the extent permitted by law. The parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement instead of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modifications as it deems necessary to carry out the intent and agreement of the parties as embodied in this Agreement to the maximum extent permitted by law. Service Provider may not assign any of Service Provider's rights or delegate any of Service Provider's duties under this Agreement. The rights and obligations of the Company shall inure to the benefit of the Company's successors and assigns.

11. **No Admissions; Amendments; Waiver.** Nothing contained in this Agreement will be deemed or construed as an admission of wrongdoing or liability on the part of the Company. This Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Agreement. No waiver by the Company of any breach by Service Provider of any condition or provision of this Agreement shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by the Company in exercising any right, power, or privilege under this Agreement operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

12. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties with the express exception of any confidentiality and/or restrictive covenant agreement entered into by Service Provider. Service Provider acknowledges that Service Provider has not relied on any representations, promises, or agreements of any kind made to Service Provider's in connection with Service Provider's decision to sign this Agreement, except for those set forth in this Agreement.

13. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles, except that the validity of the release and waiver, with respect to any claims arising under federal law, shall be governed by the applicable federal law. The parties to this Agreement (a) hereby irrevocably and unconditionally submit to the jurisdiction of the courts of the Commonwealth of Pennsylvania and to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the courts of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. In the event of any dispute concerning this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, in addition to any other relief to which such party may be entitled.

14. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement or to affect the meaning or interpretation of this Agreement.

15. **Review of Agreement.** Service Provider represents that Service Provider has read this Agreement. By virtue of this Agreement, Service Provider is receiving a payment to which Service Provider is not otherwise entitled to receive. Service Provider ten (10) days to consider executing this Agreement. This period begins on July 27, 2020. Service Provider acknowledges that any modifications, material or not, made to this Agreement do not restart or affect in any manner the original twenty-one day consideration period provided in this Agreement. Should Service Provider have any questions regarding the terms and conditions contained in this Agreement, including the release and waiver provisions, Service Provider is hereby advised to consult with Service Provider's own attorney. On or before the end of this consideration period (but not before the Termination Date), Service Provider shall execute and deliver this Agreement or advise the Company that Service Provider will not execute this Agreement. This Agreement shall not become effective or legally enforceable, and Service Provider will not be eligible to receive the payments under this Agreement, until and unless Service Provider delivers to the Company an executed copy of this Agreement, and the Company executes this Agreement. The Effective Date of this Agreement shall be the date the Company executes this Agreement (the "**Effective Date**").

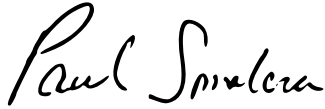
16. **Notices.** All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed duly given or made (a) when personally delivered to the intended recipient (or an officer of the intended recipient) or sent by electronic communication, followed by the mailing of a confirmation copy as set forth in clause (b) or (c) below, provided that if notice is delivered or sent after 5:00 p.m. US Eastern Time or on a Saturday, Sunday or legal holiday in a jurisdiction to which such notice is sent or delivered, notice shall be effective on the business day after the date such notice is delivered or sent, (b) on the business day after the date sent when sent by a nationally recognized overnight courier service, or (c) four (4) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties set forth above. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

17. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A facsimile, electronic or similar reproduction of a signature by one or both of the parties shall be treated as an execution in writing for purposes of this execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Service Provider freely and knowingly, and after due consideration enters into this Agreement intending to waive, settle and release any and all claims Service Provider has or might have against the Company Released Parties.

IN WITNESS WHEREOF, the parties, agreeing to be legally bound, have executed this Agreement as of the dates set forth below.



Paul Smalera

**NOT TO BE EXECUTED BEFORE THE
TERMINATION DATE**

Date: July 31, 2020

EVERY MEDIA, INC.

By: _____

Name: Dan Shipper

Title: CEO

Date: 7/31/2020

Exhibit A
Advisor Offer Letter
(See Attached)