

Every Media, Inc.
123 Nevins St, #2
Brooklyn NY 11217

Dear Every Media, Inc.:

This letter will constitute the agreement (the “Agreement”) between Every Media, Inc. (“you” or “Vendor”) and The New York Times Company (“The Times” or “Company”) with respect to the services and materials you have agreed to provide, as more fully described on Schedule A (together, the “Services”). This Agreement is subject to the terms and conditions set forth below.

1. **Term; Termination.** Unless sooner terminated in accordance with the terms hereof, the term of this Agreement shall commence on **April 28, 2025** (the “Effective Date”) and continue through May 30, **2025**, unless terminated earlier as per this paragraph (the “Term”). Either party may terminate this Agreement at any time upon thirty (30) days’ prior written notice to the other party. Either party may terminate this Agreement immediately upon written notice to the other party if the other party breaches or is in default of any obligation hereunder.

2. **Materials.** The Times will own all right, title and interest, including copyright, in any materials generated as a result of the Services hereunder (collectively, the “Materials”) for all purposes throughout the world (such material having been commissioned as “work made for hire”, as that term is defined in the Copyright Act). In the event the Materials are, for any reason, deemed not to be “work made for hire”, you agree to assign to The Times all right, title, interest and copyright in and to the Materials. In addition, you hereby irrevocably waive any and all moral rights with respect to all Materials, including rights regarding identification of authorship, approval, and limitation of use or subsequent modification. You acknowledge and agree that you will not have any right or license to use any intellectual property owned by The Times, including but limited to, its trademarks, logos, or brand features, and any such use shall be subject to the prior written approval of The Times in each instance.

3. **Acceptance.** The performance of the Services and the Materials shall be subject to acceptance by The Times in its sole judgment. At The Times’s request, you agree to revise any submitted Materials in order to make them acceptable to The Times. The Times shall not be obligated to use the Materials.

4. **Payment.** In full consideration for the acceptable and timely performance of the Services and delivery of the Materials, and for any rights granted or relinquished in this Agreement, you shall be paid the amount of \$30,000 in two payments, \$15,000 at the start of the project and \$15,000 upon completion.

5. **Warranties.** You represent and warrant that: (i) all Services will be performed, provided, and created by you in a professional manner consistent with highest industry standards; (ii) you have the full

power and authority to execute and deliver this Agreement and to perform the transactions contemplated hereby; (iii) the making of this Agreement does not, and during the Term will not, violate or conflict with any agreements, rights or obligations binding on or affecting you; (iv) all materials submitted by you will be original and that no materials submitted by you will plagiarize another's work, infringe another's copyright or trademark, violate any person's right of privacy, or contain libelous or otherwise unlawful material; (v) you shall comply with all applicable laws, rules, regulations and ordinances in providing the Services under this Agreement;

6. Additional Terms. You will use reasonable efforts to avoid conflicts of interest or the appearance of conflict related to providing strategic advice to other news publishers or companies in the information and news industry, and you will promptly notify The Times if such a conflict impairs your ability to provide the Services. You will disclose to The Times any potential commercial conflicts you have in the course of providing the Services. For example, if you are recommending a certain product and you are separately working with the company that produces that product or are invested in it, you will disclose that to the Times personnel you are engaging with on that topic.

7. Indemnification. You agree to indemnify, defend and hold harmless The Times, its affiliates and their respective officers, directors, employees, sublicensees, contractors, and agents from: (a) any and all claims, losses, liabilities, damages, expenses, penalties, taxes, and costs (including attorneys' fees and court costs) arising out of or related to any actual or alleged breach of any representation, warranty or other provision of this Agreement by you; (b) any actual or alleged infringement of any intellectual property rights by the Services, Materials or use of either; (c) negligent, willful or reckless acts or omissions, dishonesty or fraud of or by you, your agents, employees or representatives; (d) any personal injury, bodily injury, advertising injury, or property damage caused by the negligence, acts or omissions of you, your agents, employees or representatives; and (e) any breach of Vendor's privacy, security, or confidentiality obligations hereunder, including but not limited to breach of the Privacy Exhibit or Security Exhibit; and (e) a Security Incident (as defined in the Security Exhibit) (including reimbursement of any out-of-pocket costs related to any investigation and remediation of such Security Incident such as forensics, notifications, communications, and credit reporting services) (each a "Claim"). The Times shall give prompt written notice of a Claim and The Times has the right (but no obligation) to participate in the defense of such Claim at its expense. In no event will you settle any Claim without The Times's prior written consent, not to be unreasonably delayed.

8. Confidentiality. You agree to keep the existence of this Agreement and all of its terms strictly confidential and you agree to keep all communications, conversations, materials and any information obtained in connection with the performance of the Services or the creation or delivery of the Materials strictly confidential (all such information shall be known as 'Confidential Information'). You agree not to use or disclose to any person, firm or entity the Confidential Information without The Times's express, prior written permission. In order for you to provide the Services, we expect it will be necessary to provide you with access to materials or information that are protected by the attorney-client, work product, or other doctrines. Like Other Confidential Information, you agree to keep all such materials

strictly confidential. If you come into possession of material nonpublic information about The Times, you should not engage in transactions in the securities of The Times. You agree that all Confidential Information is the proprietary, confidential and trade secret information of The Times. You agree to deliver to The Times all such materials and all copies thereof (and all other property obtained from or through The Times) when The Times requests the same, and immediately upon termination.

9. Personal Information. If Vendor or any Vendor Representative will have access to, or otherwise Process, any Personal Information in connection with the Services or this Agreement, Vendor shall comply with the terms of the Privacy Exhibit posted at <https://nytco.com/PrivacyandDataProtection/> using the following password: NYT!dpa#@ccess (the "Privacy Exhibit"). This exhibit shall govern the Processing of Personal Information by Vendor on behalf of Company. The scope of the Vendor's and its approved Affiliates' or subcontractors' Processing or transfer of Personal Information is set forth in Schedule B attached hereto. Company may make reasonable amendments to Schedule B by written notice to Vendor from time to time as Company reasonably considers necessary to meet those requirements or as otherwise mutually agreed by the parties.

10. Security Requirements. Vendor shall at all times comply with the measures set forth in the Security Exhibit posted at <https://nytco-assets.nytimes.com/2021/09/securityexhibitforcontract.pdf> using the following password NYT!dpa#@ccess.

11. Site and System Access. If you are granted access to any: (a) The Times facility or location (each a "Site"); or (b) The Times's systems, networks, computers, or other information systems owned, controlled or operated by or on The Times's behalf (the "Systems"), then such access is subject to your compliance and your personnel's compliance with all then-current The Times's policies. Any access to any Sites or Systems is strictly for the purpose of your performance of the Services during the Term.

12. Independent Contractor

(a) It is understood between the parties that you shall act in the capacity of an independent contractor during the Term and neither you nor your employees or agents shall be subject to the direction, control or supervision of The Times with respect to the time spent or procedures followed in the performance of the Services hereunder, nor be considered or deemed in any way to be an employee of The Times. You have no right or power, express or implied, to do any act or thing which would bind The Times and you are not authorized to express views or make any representation, contract, or commitment on behalf of The Times or any of its affiliates.

(b) As an independent contractor, you warrant that any individuals supplied by you to provide Services will not be eligible for Times employee benefits including, but not limited to, medical coverage, life and disability insurance, retirement benefits or stock purchase program or be eligible for any fringe benefits nor be entitled to any rights that would otherwise accord to The Times's employees under the law.

(c) You shall be solely and directly responsible for all costs of self-employment, including federal, state and local income tax payments for you and any employees you deem necessary. You also shall be directly responsible for all returns and reports required by any governmental body, including charges or premium for F.I.C.A., workers compensation insurance, unemployment insurance and other taxes (including penalties and interest).

(d) You warrant that any individuals you supply to The Times in connection with performing your obligations under this Agreement are your employees, and that you are fully responsible for and will pay any and all payments, taxes, withholding, etc., in connection with such employees. You agree to defend and indemnify The Times in connection with any and all claims against The Times regarding employment and/or the status and/or the relationship of such employees to The Times, including any claims regarding or relating to a claim of employment.

13. Insurance. You warrant that you carry and maintain all required insurance coverage, such as Workers' Compensation.

14. Conduct. The Times may terminate this Agreement if you, in The Times's sole reasonable judgment, commit any act or become involved in any situation that is scandalous or degrading to you, or in any way may tend to bring you into public disrepute, contempt, scandal or ridicule, or which might tend to reflect unfavorably upon The Times or in any way might tend to harm the interests or reputation of The Times.

15. Notices. Any notice hereunder will be in writing to the address set forth above (and in the case of The Times, to the attention of the Chief Legal Officer) and will be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. Mail (return receipt requested); or (iii) one (1) day after it is sent if by next day delivery by a major commercial delivery service and electronic mail.

16. Miscellaneous.

(a) This Agreement sets forth the complete understanding and agreement of the parties, supersedes all prior agreements and understandings between the parties, and may not be amended or modified except in writing signed by both parties.

(b) This Agreement has been made in and shall be construed and enforced in accordance with the laws of the State of New York applicable to agreements executed and wholly to be performed therein. Any action to enforce this Agreement shall be brought in the federal or state courts located in the City of New York.

(c) The provisions of paragraphs 2, 5, 7, 8, 9, and 16 and any other provisions of this Agreement required for the interpretation of this Agreement or necessary for the full observation and performance by each party of all rights and obligations arising prior to the expiration or termination shall survive the expiration or termination of this Agreement.

(d) Failure by either party to require performance by the other party or to claim a breach of any term of this Agreement will not be construed as a waiver of any right under this Agreement.

(e) You may not assign this Agreement without the prior written permission of The Times. Any assignment in violation of this provision shall be a nullity. The permitted heirs, successors and assigns of this Agreement shall be bound by the terms hereof.

(f) You agree not to use The Times's name, logo or trademarks in publicity, advertising, mailings, press releases or any promotional activities and agree not to indicate that your relationship with The Times is an endorsement of you, your company, your personnel, services or equipment, without prior written approval of The Times.

(g) This Agreement may be executed in one or more counterparts, each of which constitutes an original and all of which taken together will constitute the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or another 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. Each party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

WITH INTENT TO BE BOUND, you and The Times, by signature of their authorized representatives, have executed this Agreement as of the Effective Date.

Sincerely,

THE NEW YORK TIMES COMPANY

By: Bailey Evans



ACCEPTED AND AGREED:

By:



Name: Brandon Gell

SCHEDULE A

DESCRIPTION OF SERVICES AND MATERIALS

During the Term, you shall work with the office of the Chief Executive Officer of The Times, other executives, and The Times's internal and external legal counsel by advising on matters relating to the evolution of the digital ecosystem as a result of generative AI, and by providing counsel and guidance on digital product development, audience development, discovery, commercialization, and The Times's position in the ecosystem. Among other things, your advice will inform the company's business and legal strategies, including intellectual property enforcement efforts, ongoing litigation strategy, and commercial negotiations.

SCHEDULE B

List of Parties

Data exporter(s):

- Name: The New York Times Company, for itself and on behalf of its subsidiaries
- Address: 620 Eighth Avenue, New York, NY 10018, USA
- Contact person's name, position and contact details: Rebecca Grossman-Cohen, Chief of Staff, rebecca.grossman-cohen@nytimes.com
- Activities relevant to the Personal Information Processed/transferred: Media advisory services
- Signature and date: as set forth in the Agreement.
- Role: Controller

Data importers(s):

- Name:
- Address: [please complete]
- Contact person's name, position and contact details:
- Name, position and contact details of data protection officer, if any, or person responsible for data protection: N/A
- Activities relevant to the Personal Information Processed/transferred: Media advisory services
- Signature and date: as set forth in the Agreement.
- Role: Processor

Categories of Individuals whose Personal Information is Processed or transferred. Employees

Categories of Personal Information. Names, email addresses

Types of Sensitive Information and the applied restrictions or safeguards. N/A

Frequency of the transfer: Continuous

Nature and Purpose of the transfer and processing, including with respect to any subprocessors. Vendor will communicate via email with employees for purposes of providing the advisory services.

Maximum data retention periods, if applicable: Term