

**EVERY MEDIA INC.
920 BROADWAY, MANHATTAN, NEW YORK**

7/22/2024 ____, 2024

PERSONAL & CONFIDENTIAL

Brandon Gell
Email: brandon@every.to

Re: Employment Letter Agreement

Dear Brandon:

Every Media Inc., a Delaware corporation (together with its affiliates, the “Company”), is pleased to extend to you our offer of employment, with a start date on May 1, 2024 (the “Effective Date”). This letter sets forth the terms of the Company’s offer.

This offer of employment is conditioned on your satisfactory completion of certain requirements, as more fully explained in this letter. Your employment is subject to the terms and conditions set forth in this letter.

1. Position, Duties, Responsibilities, Etc.

(a) You shall be employed by the Company and you will be appointed to serve as Entrepreneur in Residence, reporting to the CEO or the CEO’s designee. In this capacity, you shall perform such duties and assume such responsibilities as are generally consistent with the role of a(n) EIR of an early stage venture, and such other responsibilities as may be assigned from time to time by the Company.

(b) This is a full time position. During the period of employment hereunder, and except for illness or vacation periods in accordance with the Company’s policies as adopted from time to time, you shall devote your full business time, ability and attention to the business of the Company, and you shall not engage in or perform duties for any other person that interfere with the performance of your duties hereunder.

2. Compensation.

(a) **Base Salary.** As compensation for your employment hereunder, starting on the Effective Date, you shall receive a base salary of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) per annum, which shall be paid in accordance with the Company’s normal payroll practices. Naturally, your compensation is contingent upon your continued employment with the Company and will be paid as earned. All compensation paid to you is subject to standard withholdings and payroll taxes.

(b) **Equity Compensation.** Subject to the approval of the Company’s Board of Directors, as further compensation for your employment, you will be granted an option (the “Option”) to purchase shares of Common Stock of the Company representing 5% of the Company’s fully diluted capitalization on the Effective Date¹ (the “Common Stock”). The Option will be subject to the terms and conditions applicable to options granted under the Company’s Equity Compensation Plan, as may be adopted and amended from time to time (the “Plan”),

¹ Please note that this percentage is current as of the Effective Date and is subject to standard dilution.

as described in the Plan and the applicable option grant agreement, which you will receive and be required to sign in order to receive the Option. You will vest in 1/5 of the shares of Common Stock underlying the Option on the one year anniversary of the Effective Date, and thereafter, you will vest in 1/60 of the shares of Common Stock underlying the Option on the last day of each month for 48 months, in each case provided that you have continuously provided services through the applicable vesting date. Under no circumstances will you be entitled to any shares in the first year of employment with the Company. The exercise price per share of Common Stock will be no less than the fair market value per share of Common Stock on the date the Option is granted, as determined by the Company's Board Directors in good faith compliance with applicable law and the Plan. There is no guarantee that the Internal Revenue Service will agree with this value. You should consult with your own tax advisor concerning the tax risks associated with accepting an option to purchase the Company's Common Stock.

(c) **Profits Bonus.** During your term of employment with the Company, you will be paid an amount equal to 25% of the quarterly net profits (as determined by the Company in its reasonable discretion) (the "Profits Bonus") (i) resulting from the Company's consulting division, provided that you are continuously providing services in a management capacity (as determined by the Company in its reasonable discretion) to such division for the applicable period. The Profits Bonus will be paid to you quarterly and will be subject to standard withholdings and payroll deductions.

3. **Benefits.** To the extent eligible and available, you will be entitled to participate in such benefit programs as are generally made available to, and under the same terms and conditions as they are made available to, other similarly situated employees of the Company from time to time.

4. **Vacation and Other Time Off.** You will be entitled to such vacation time during the term of your employment as is set forth from time to time in any Company policy or as otherwise permitted by the Company, during which time your compensation shall be paid in full. Unless required by applicable law or a subsequently adopted Company policy, no payments shall be made upon termination of employment for unused vacation time or other time off. Unused vacation time shall not accrue from year to year, and you waive any rights to the same.

5. **At-Will Employment.** Your employment by the Company is "at will" and is not for any specified period of time. As a result, either you or the Company is free to terminate your employment relationship at any time, with or without cause, and with or without notice, by giving notice of such termination to the other party. It also means that your job duties, title, responsibilities, reporting level, compensation and benefits, as well as the Company's personnel and vacation policies and procedures, may be changed at any time in the sole discretion of the Company. Following any termination, you will cease to be entitled to receive the salary and other benefits outlined in this letter, the vesting of the Option shall cease and terminate in accordance with the terms of the Option and the Plan.

6. **Restrictive Covenant Agreement.** As a material condition to this offer and to the receipt of the salary, benefits and other consideration set forth herein, you will be required to execute the At-Will Employment, Confidential Information, and Invention Assignment Agreement in the form attached as **Exhibit A** hereto.

7. **Miscellaneous.**

(a) It will be necessary for you to provide proof of your eligibility to work in the United

States. On your first day of work, you must supply us with a completed Employment Verification Form (I-9 attached) with required original (photocopies cannot be accepted) supporting documents, including a social security card and a driver's license, birth certificate or U.S. Passport. If you do not have these items, please let us know.

(b) You will be required to complete and return a W-4 federal tax withholding form so that we can process your first pay period. In preparing your W-4, remember to write your name exactly as it appears on your social security card or work visa.

(c) Without the express consent of a duly authorized representative of the Company, you shall have no apparent or implied authority to pledge the credit of the Company, to bind the Company under any contract, note, mortgage or other agreement outside the ordinary course of Company's business, to release or discharge any debt due the Company, or to sell, mortgage, transfer or otherwise dispose of any assets of the Company.

(d) You will be eligible to participate in the employee benefit plans and programs generally available to the Company's employees, including individual medical coverage, subject to the terms and conditions of such plans and programs. The Company reserves the right to amend, modify or terminate any of its benefit plans or programs at any time and for any reason.

(g) If any provision of this letter is held by a court of competent jurisdiction or arbitrator(s) to be illegal, void or unenforceable, such provision shall have no effect; however, the remaining provisions shall be enforced to the maximum extent possible. Further, if a court or arbitrator(s) should determine that any portion of this letter is overbroad, unreasonable or unenforceable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad, unreasonable or unenforceable.

(h) This letter shall be governed by and construed (both as to validity and performance) and enforced in accordance with the internal laws of the State of New York applicable to agreements made and to be performed wholly within such jurisdiction, without regard to the principles of conflicts of law or where the parties are located at the time a dispute arises.

(i) Except in the event injunctive or other equitable relief is sought under the At-Will Employment, Confidential Information, and Invention Assignment Agreement, any and all disputes relating to or arising from this offer, or the breach or alleged breach, termination or validity hereof, your employment or the termination of your employment, shall be finally resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator(s) shall have the power to rule on their jurisdiction, including any objections with respect to the existence, validity or effectiveness of the provisions of this Section 7. Unless otherwise agreed in writing by the parties to the dispute, arbitration will take place in New York, New York. In resolving any dispute relating to or arising from this offer, the arbitrators shall follow and enforce the terms of this offer. The decision of the arbitrator(s) and arbitration award shall be final and binding upon the parties to the dispute and judgment thereon may be entered in any court having jurisdiction thereof.

(j) This provision to arbitrate disputes includes, but is not limited to, any claims of discrimination and/or harassment under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, Section 1981 of the Civil Rights Act of 1866, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Fair Labor Standards Act, claims for breach of employment contract or the implied covenant of good faith and fair dealing, wrongful discharge, tortious conduct (whether intentional or negligent), including claims of misappropriation, fraud, conversion, interference with economic advantage or contract, breach of fiduciary

duty, invasion of privacy or defamation, misrepresentation, infliction of emotional distress, or any other federal, state or local law relating to discrimination in employment, any claims relating to wage and hour claims and any other statutory or common law claims, except those claims that are not arbitrable under applicable law. Claims that you may have for workers' compensation or unemployment benefits are excluded from this provision to arbitrate.

(k) Each party is entitled to receive any and all relief they would be entitled to receive in a court proceeding, including, but not limited to attorneys' fees and punitive damages when such damages and fees are available under the applicable statute and/or judicial authority. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. The parties agree that any relief or recovery to which they are entitled arising out of the employment relationship or cessation thereof shall be limited to that awarded by the arbitrator. You will not be required to pay any fees in the arbitration that are greater than the fees you would be required to pay in a court proceeding.

(l) Any claims filed by the parties in arbitration must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class, collective or representative proceeding. In the event that the preceding sentence is ruled to be unenforceable, any such purported class, collective or representative proceeding must be heard in court and not in arbitration.

(m) Each provision of this Section 7 is intended to be severable, and the invalidity or unenforceability of any portion or provision of this Section 7 shall not affect the validity, enforceability or legality of the remainder hereof. In the event any provision of this arbitration agreement is determined by a court of competent jurisdiction or arbitrator(s) to be illegal, invalid or unenforceable as written, such provision shall be interpreted so as to be legal, valid and enforceable to the fullest extent possible under applicable law. A court or other entity construing this Section 7 should administer, modify, or interpret it to the extent and such manner as to render it enforceable.

(n) **YOU AND COMPANY EACH HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE OR OTHERWISE) ARISING UNDER OR RELATING TO THIS OFFER, YOUR EMPLOYMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.**

(o) You may not assign your rights or obligations hereunder to any other person. The Company may assign this Agreement, at its sole discretion, to any affiliate, to any purchaser of all or substantially all of the Company's assets, or to any other successor-in-interest. This Agreement may be executed in one or more counterparts, which, together, shall constitute one and the same agreement.

(p) **This letter, along with the other agreements and documents referenced herein, sets forth the terms of your employment with the Company and the compensation and benefits related thereto and supersedes any prior representations or agreements, whether written or oral. This letter may only be modified by a written agreement signed by you and the Company's CEO.**

We look forward to you accepting this offer and to a mutually rewarding relationship. If you accept this offer, please date and sign two original copies of this letter in the spaces provided below. Please return one executed original copy to us and retain the second copy for your records.

Sincerely,

DocuSigned by:

8389426BBCE249A...

W. Daniel Shipper
CEO

I have read this letter and all the enclosures. I have had an opportunity to ask questions. I understand all of such documents and agree to abide by all the terms of the At-Will Employment, Confidential Information, and Invention Assignment Agreement. I voluntarily accept the above offer.

DocuSigned by:

A050BFE3BAA6473...
Brandon Gell

Date: 7/22/2024

Encls.: Copy of letter

**At-Will Employment, Confidential Information, and Invention Assignment Agreement
CIS Form I-9, Employment Eligibility Verification**

EXHIBIT A

At-Will Employment, Confidential Information, and Invention Assignment Agreement

(See Attached)