

EVERY

Hey Alex,

Here we are! We're about to do something great together—or rather, we are formalizing the great thing that we are already doing.

It means a lot that you want to partner with Every, Brandon, and me. I know we can put a dent in the internet—in a good way—by working together.

As you know, our aspiration is to build Every into an institution dedicated to exploring what comes next. We aim to do that by creating a playground where writers, entrepreneurs, designers, and artists come together to do the best work of their lives.

Most people don't think that kind of aspiration can also create a great business. That's why I want to work with you.

You have a rare combination of talents: you're a gifted technical mind, a great teacher, and an extremely promising writer. I think you have what it takes not only to build a great consulting business, but also to be a well-known writer, podcaster, and video creator in AI. If we can achieve both of those things together we'll be well on our way to making something of this playground that we're building together. I know there are many different places you could apply your talents, and I'm honored to have you with us.

Onward.

A handwritten signature in black ink, appearing to be 'Dh' followed by a flourish.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this “**Agreement**”), is made as of 2025-02-27 02:53 PM (the “**Effective Date**”), by and between Every Media, Inc. a Delaware corporation having its principal place of business at 920 Broadway, Floor 15, New York, NY 10010 (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. Contractor shall perform the Services in accordance with Company’s reasonable instructions. The Contractor may not post, distribute, or otherwise make public any Work as defined herein or otherwise make any public statement about this Agreement, the Contractor’s association with the Work, or the Company, without the express prior written consent of the Company.

(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 remain in effect during 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 compensate the Contractor (the “**Compensation**”) as provided in the attached (or subsequent, then current, and controlling) Statement of Work, and on the terms, conditions and schedule set forth therein. Upon termination of this Agreement, the Contractor’s sole remedy shall be the payment of any Compensation 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 his or her own office, equipment, and tools necessary to perform the Services, or that of a subcontractor.

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, and/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 Contractor may not post, distribute, or otherwise make public any of the Work, or any portion thereof, without the express prior written consent of the Company on a case-by-case basis.

(f) Prior to use with or inclusion in any Work, Contractor will identify to Company in advance and in writing any third-party material or open source components ("**Third Party Materials**") not in the public domain that Contractor wishes to use or incorporate in the Work, along with applicable terms, conditions and/or license agreements, and if Company consents (in Company's sole discretion) in writing and in advance to such use or incorporation of such Third Party Materials in the Work, Contractor will deliver written agreements provided by or otherwise satisfactory to Company granting permission for Company to use all such Third Party Materials in connection with the exploitation of the Work in any manner. Contractor will make all payments due under such agreements unless otherwise mutually agreed in writing in advance.

6. Disclaimer.

COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WITH RESPECT TO THE COMPANY MATERIALS, OR ITS PRODUCTS OR SERVICES, INCLUDING AI SERVICES, OR OTHERWISE, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS OR WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE COMPANY MATERIALS, ITS PRODUCTS OR SERVICES INCLUDING ANY AI SERVICES, AND ANY OTHER MATERIALS PROVIDED BY COMPANY HEREUNDER, ARE PROVIDED "AS IS" AND TO THE EXTENT APPLICABLE, "AS AVAILABLE."

7. 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. Company Materials and Work are the Confidential Information of the Company. 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 Compensation 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 a section 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) The Contractor hereby agrees 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),

the Contractor will not make any statement that is disparaging about the Company, or its officers, directors, stockholders, managers, 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 Company. The Contractor further agrees that it will not engage in any conduct that is intended to or is likely to inflict harm upon the professional or personal reputation of the Company.

8. 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) negligent and knowing infringement or misappropriation of any patent, copyright, trademark, 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 willful fault or negligence; (iii) personal injury or damage to property arising out of the negligent performance of the Services or the creation, delivery, or use by Company, of the Work; (iv) the Contractor’s breach or violation of any covenant, obligation, representation, or warranty under this Agreement; and (v) Third Party Materials.

(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.

(c) Without limiting the Company’s remedies or damages, the Company may (i) withhold fees due to the Contractor hereunder if Company reasonably anticipates that there exist some conditions, occurrences or disputes that may result in an indemnifiable claim hereunder, until the resolution (final and non-appealable, if applicable) of such conditions, occurrences or disputes; or (ii) satisfy such indemnity obligation (in whole or in part) by way of setoff and deduction from any fees due to the Contractor hereunder.

9. 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.

10. Survival. All terms and conditions of this Agreement, which should by their nature survive the termination of Services, including without limitation Sections 5-10, shall so survive.

11. Successors and Assigns. This Agreement is personal to the Contractor individually and shall in no way be subject to assignment, transfer (including by operation of law) or delegation 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 their respective permitted assigns, successors, heirs, and legal representatives; provided, however, that neither this Agreement nor any rights hereunder may be assigned, transferred (including by operation of law) or delegated by the Contractor, the Contractor’s successors, heirs, and/or legal representatives without the prior written consent of the Company. Any attempted assignment, transfer or delegation in violation of the foregoing shall be void ab initio.

12. 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 the 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 Section 12 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 Section 12 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 Section 7 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.

13. 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 modified only in a writing signed by both of the Parties, or any rights under it waived, only in a writing signed by the waiving Party.

14. 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.

15. 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.

16. 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.

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

[Signature Page Follows]


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

COMPANY:

CONTRACTOR:

EVERY MEDIA, INC.

By: Dan Shipper
Name: Dan Shipper
Title: CEO



Name: Alex Duffy

Address: _____
_____ 11959 Wagner Street,
Culver City, CA 90230

EXHIBIT A

Statement of Work No. 1

Date: 2025-02-27 03:35 PM

This Statement of Work No. 1 (“**Statement of Work**”) is entered into by and between the Company and the Contractor, pursuant to the Independent Contractor Agreement (the “**Agreement**”) between them dated as of 2025-02-27 03:35 PM and forms a part thereof. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

1. Scope of Services.

1.1. The Services under this Statement of Work shall consist of the following:

1.1.1. Research on behalf of the Company relating to proposed and current implementation and use of artificial intelligence by the Company (“**AI**”).

1.1.2. Perform Sales Representative Services with respect to Eligible Projects.

1.1.3. Perform Execution Services for Eligible Projects.

1.1.4. Write essays on behalf of the Company in accordance with Company’s instructions and specifications, which shall consist of one pre-approved, previously unpublished piece of original editorial content per week for publication by Company (“**Written Content**”).

1.1.5. Create video content on behalf of the Company in accordance with Company’s instructions and specifications, which shall consist of one approved, previously unpublished piece of original content per month for publication by Company (“**Video Content**”).

1.2. *Sales Representative Services.*

1.2.1. The Contractor shall refer potential customers of the AI Services to Company and use best efforts to sign up such potential customers to be a customer of the Company, which shall include but not be limited to, scheduling and conducting the initial sales conversation and communications, follow-up communications, drafting a sales proposal and other sales materials and delivering such materials to the Company, all activities required to execute a written agreement by and between the customer and the Company, and other sales activities as reasonably requested by the Company (the “**Sales Representative Services**”). If, based on the material efforts of the Contractor, as determined in the sole discretion of the Company, the Company makes a sale to a customer within three months of referral by the Contractor for an Eligible Project, as determined in the sole discretion of the Company (each a “**Customer**”), then the Contractor shall be eligible for a fee from Company based on revenues received from such Customer, as described herein. The Contractor will promptly forward Company the name of any proposed Customers, the proposed Eligible Projects and any additional information requested by Company so that Company may determine eligibility of such referral.

1.2.2. Subject to the Contractor’s agreement to additional terms, which may be revised at any time by the Company, the Contractor may be granted access to the AI Services in furtherance of the Services. Such access may be suspended or revoked by Company at any time, for any reason, with or without notice.

1.2.3. The Company shall be under no obligation to enter into any transaction or business relationship or any kind which may have been generated, originated, pursued or supported by the

Contractor, with the Company retaining the right, in its sole discretion to decline to enter into any particular contract or deal with any party.

1.3. *Execution Services.* For any Eligible Projects, the Contractor shall perform and implement any AI Services on behalf of the Company and provide ongoing training, support and consultation services for such Eligible Projects (“**Execution Services**”). “**AI Services**” means AI training tools, models, and products that the Company currently or intends in the future to offer and sell to, and provide access to or perform for (as applicable), its customers.

1.4. *Eligible Projects.* “**Eligible Projects**” means projects consisting of the performance of eligible services for eligible customers of the Company, which shall be determined by the Company on a case-by-case basis in accordance with criteria set by the Company and delivered in writing to the Contractor by the Company.

1.5. *Service Standards.*

1.5.1. All Services shall be performed on a non-exclusive basis.

1.5.2. For the period beginning as of the date of this Statement of Work and extending to such time as the Services are substantially complete, the Contractor shall devote an amount of professional time and attention sufficient to fulfilling the Contractor’s obligations hereunder. The Contractor shall not allow any existing responsibilities or obligations to interfere with Contractor’s obligations hereunder, nor will the Contractor incur any additional responsibilities or obligations that are likely to interfere with the performance of the Contractor’s obligations hereunder.

1.5.3. The Contractor has no authority (and shall not hold itself out as having authority) to bind the Company, and the Contractor shall not make any agreements, warranties or representations on the Company’s behalf without the Company’s prior written consent.

1.5.4. To the extent that Contractor includes any factual material in the Work that is not provided by Company to Contractor, Contractor shall annotate the material as to its source so as to permit the Company to evaluate the accuracy of such material, including but not limited to titles, authors, page numbers, photocopies, and transcripts.

1.5.5. Following delivery of the Services, the Contractor shall, upon request, revise the Services (including, without limitation, any specific deliverables associated therewith) in order to make the Services acceptable to Company (acceptance to be determined by the Company in the Company’s sole, good faith discretion); provided; however, that (a) all intermediate delivery dates, as well as any turnarounds for revisions or changes required hereunder, shall be subject to reasonable time frames; and (b) all revision requests made by the Company shall be reasonable and detailed.

1.5.6. In the event of a discrepancy between the Parties with respect to the performance of the Services or the creation or delivery of the Work, all determinations made by the Company shall be final and binding on the Contractor.

2. Term; Termination.

The term of this Agreement shall commence on the Effective Date and shall continue in effect until the earlier of (i) four years from the Effective Date; or (ii) the effective date of a termination by a Party as set forth herein (the “**Term**”).

Either Party may terminate this Statement of Work at any time, without cause, upon written notice to the

other Party.

Either Party may terminate this Statement of Work by written notice to the other Party (i) in the event the other Party is in material breach of any obligation under the Agreement or this Statement of Work, which default is incapable of cure or which, being capable of cure, has not been cured within 30 days after receipt of notice of such breach; or (ii) in the event the other Party shall formally declare bankruptcy, insolvency, liquidation, or receivership; or shall have instigated against it bankruptcy, insolvency, liquidation, or receivership proceedings, and shall fail to remove itself from such proceedings within 10 days from the date of institution of such proceedings.

3. Deliverables.

The Work to be delivered by the Contractor to the Company shall consist of:

(i) The Written Content, which shall be delivered to the Company on a weekly basis in a format and via a method acceptable to the Company.

(ii) The Video Content, which shall be delivered to the Company on a monthly basis in a format and via a method acceptable to the Company.

(iii) All materials created by the Contractor in the performance of the Services.

4. Compensation.

As full compensation for the Services and subject to the full performance of Contractor's obligations hereunder to Company's satisfaction, the Company shall compensate Contractor as follows:

4.1. *Revenue Share.* Company shall pay to Contractor fees equal to the following: (i) 12.5% of Net Revenue for an Eligible Project for which the Contractor properly performed Sales Representation Services; and (ii) 20% of Net Revenue for an Eligible Project for which the Contractor properly performed Execution Services (the "**Revenue Share**"). "**Net Revenue**" means the gross revenues actually collected by the Company from Customers, as determined by Company, less only: (I) direct costs paid to third-party contractors, Every employees, or service providers specifically hired to support the Eligible Project; and (II) amounts due to Customer for returns, cancellations, refunds, credits and chargebacks. For clarity, Net Revenue shall include all fees for products or services related to the AI Services, including but not limited to onboarding, training, support, consulting or other professional services, except where such services require additional personnel as described in subsection (I). Upon request, Company shall provide Contractor with a detailed accounting of the calculation of Net Revenue for any Eligible Project. To be eligible for payment, Contractor shall submit an invoice by email correspondence reasonably promptly after Company receives payment from a Customer for an Eligible Project (whether partial or complete payment). Each invoice shall set forth, the date of invoice, the applicable Eligible Project, the applicable Phase of the project, the applicable Customer payment received by Company, description of services rendered for the applicable Eligible Project, the Net Revenue, Revenue Share, and the calculations of both Net Revenue and Revenue Share. Company shall notify Contractor within 5 business days of receiving any payment from a Customer for an Eligible Project. Company shall pay undisputed invoices within 15 days of Company's receipt of invoice. In the event of dispute, Company's calculations and determinations with respect to Net Revenue and Revenue Share shall be dispositive.

4.2. *Fees.* Company shall pay to Contractor: (i) \$500.00 per Written Content that is a digest update; (ii) \$500.00 per Written Content that is an essay; and (iii) \$500.00 per Video Content ("**Content Creation Fees**").

4.3. *Equity Grant.* In consideration for your participation as a Contractor, you will receive, subject to the approval of the Company's Board of Directors (the "**Board**"), a grant of a non-statutory option to purchase 27,772 shares of the Company's common stock, par value \$0.00001 per share, at an exercise price equal to the fair market value of the common stock as of the date of grant (the "**Option**"), as determined by the Board. The Option, and the shares subject to the Option, will (i) vest, (ii) be subject to forfeiture, and (iii) be governed by (x) a Stock Option Award Agreement, to be signed by you and the Company, and (y) the Company's 2020 Equity Compensation Plan (as may be amended and/or restated from time to time).

4.4. Audience-Based Compensation.

4.4.1. Contractor shall be entitled to participate in Company's audience-based compensation program, in accordance with the definitions and terms below.

4.4.2. For purposes herein, "**Audience List**" is the list of users and their emails, who both (i) subscribe to the Company through Every.to during the term of this Agreement, excluding existing or prior subscribers, and excluding any users that subscribe to the Company through its software applications, including but not limited to, Cora, Spiral, or Sparkle (collectively, the "**Software Applications**"), nor through websites associated with the Software Applications; and (ii) open at least one email article from you more than one month prior to the termination of this Agreement. The value of the Audience List is \$1.00 per email (the "**Audience Valuation**").

4.4.3. Provided that Company does not terminate this Agreement for cause, upon such termination and at Contractor's election (such election to be provided to Company in writing within 30 days of such termination), Contractor may receive the Audience List in exchange for either: (i) a cash payment equal to the Audience Valuation; or (ii) the right for Company to be issued equity securities, of a class and with rights, privileges and preferences *pari passu* to those of equity securities issued and sold to other cash investors in such Next Equity Financing (as defined herein), in an amount equal to the Audience Equity Ownership (the "**Audience Equity**"), of any entity affiliated with, controlled by, or under common control with, Contractor, pursuant to which Contractor launches or intends to launch a new product or service (an "**Affiliated Entity**") in such Affiliated Entity's Next Equity Financing (Company's rights hereunder, the "**Audience Equity Right**"). "**Audience Equity Ownership**" means the greater of (a) 5% of the fully diluted post-money capitalization of the Affiliated Entity (and including any equity securities issued or issuable upon the exercise or conversion of other equity securities of the Affiliated Entity, and any equity securities reserved under any equity incentive or similar Affiliated Entity plan, without double-counting); or (b) a proportion of the fully diluted post-money capitalization of the Affiliated Entity (and including any equity securities issued or issuable upon the exercise or conversion of other equity securities of the Affiliated Entity, and any equity securities reserved under any equity incentive or similar Affiliated Entity plan, without double-counting) equal to the Audience Valuation divided by the pre-money valuation agreed upon in such Next Equity Financing. "**Next Equity Financing**" means the next bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Affiliated Entity issues and sells capital stock at a fixed valuation, including but not limited to, a pre-money or post-money valuation. In the event that Contractor elects to grant to Company the Audience Equity Right, (I) Contractor hereby grants to Company the Audience Equity Right; (II) Contractor shall promptly give written notice to Company of any Affiliated Entity that exists or that is formed; (III) Contractor shall promptly give prior written notice to Company of any proposed Next Equity Financing (which in any case, such notice shall be given no fewer than 15 days in advance of the proposed initial closing of such Next Equity Financing), including detailed information on the equity securities, and their rights, privileges and preferences, being offered in the Next Equity Financing, the price and terms offered to investors in the Next Equity Financing, a pro forma capitalization table modeling the Next Equity Financing and exercise of the Audience Equity Right, and

copies of all transaction documents required for Company to determine the amount of its Audience Equity, evaluate its proposed investment in the Affiliated Entity and exercise of its Audience Equity Right, and exercise its Audience Equity Right; and (IV) and to the extent that Company deems it necessary or desirable, shall deliver to Company a duly executed side letter agreement or other similar agreement documenting such Audience Equity Right. If Company chooses to exercise the Audience Equity Right, Company shall provide Contractor with notice of such exercise.

4.4.4. Contractor shall not sell, transfer or assign, license, or otherwise grant access to the Audience List to any third party without Company's prior written approval. For clarity, Contractor (or an Affiliated Entity) may use the Audience List in connection with the publication of Contractor's (or an Affiliated Entity's) own content following termination of this Agreement, such as a newsletter or promotion of a literary work, so long as the Audience List is not used in connection with forms of online abuse (including spamming).

4.4.5. This Section 4.4 shall survive the expiration or termination of this Agreement.

4.5. *Payments.* The Company will pay the Content Creation Fees to the Contractor in arrears on a monthly basis, within 30 days following the applicable calendar month in which such fees accrued or are earned. The Revenue Share shall be paid as described in Section 4.2. Upon the termination of the Agreement, any outstanding Compensation accrued by the Contractor prior to such termination shall be paid to the Contractor; provided, however, that if the Agreement is terminated by the Company for cause, then the Contractor shall forfeit its rights to any outstanding Compensation. Except as otherwise specifically provided for above, the Contractor shall not be entitled to share in any other amounts received by Company in connection with the exercise, disposition, or exploitation of the Work or of any right therein and thereto.

5. Electronic Signature.

Execution and delivery of this Statement of Work may be in counterparts evidenced by facsimile or electronic transmission.

[Signature Page Follows]


In witness whereof, the Parties have duly executed this Statement of Work No. 1 as of the Effective Date.

COMPANY:

CONTRACTOR:

EVERY MEDIA, INC.

By: Dan Shipper
Name: Dan Shipper
Title: _____



Name: Alex Duffy

Address: _____
11959 Wagner Street,
Culver City, CA 90230