

## Asset Contribution Agreement

THIS ASSET CONTRIBUTION AGREEMENT (this “**Agreement**,” and the transactions contemplated hereby, the “**Transactions**”) is dated as of June 2, 2023 (the “**Effective Date**”), and is entered into by and between, on one hand, Every Media Inc., a Delaware corporation (“**Seller**”), W. Daniel Shipper (the “**Seller Founder**”), those certain service providers of Seller set forth on Exhibit B hereto (collectively, the “**Seller Service Providers**”) and each holder of an outstanding Simple Agreement for Future Equity of Seller as set forth on Exhibit B hereto (collectively, the “**Every SAFE Holders**,” each of Seller Founder, Seller Service Provider and the Every SAFE Holders, a “**Seller Holder**” and collectively, the “**Seller Holders**”), and, on the other hand, Lex, Inc., a Delaware corporation (“**Buyer**”) and Nathan Baschez, the founder of Buyer (the “**Buyer Founder**”).

### RECITALS

**WHEREAS**, Seller owns certain assets related to the development and commercialization of the AI-powered word processing and writing tool that is referred to internally by Seller as Lex (such tool, “**Lex**” and the development and commercialization of Lex, the “**Business**”). Such assets are listed and described on Exhibit A hereto (the “**Assets**”).

**WHEREAS**, Seller desires to sell, contribute, assign, transfer and convey to Buyer, and Buyer desires to purchase and acquire from Seller, the Assets in exchange for (i) the issuance by Buyer of an aggregate of 2,102,265 shares of Buyer’s common stock (“**Buyer Common Stock**,” and such shares of Buyer Common Stock to be issued to Seller, the “**Shares**”), such that, immediately following such issuance, Seller shall own 21.0227% of Buyer’s Fully-Diluted Capitalization (as defined below) (it being understood that immediately following such issuance Seller shall distribute the Shares in accordance with Section 2.1 hereof), and (ii) the Cash Consideration (as defined below), in each case as set forth herein.

**WHEREAS**, as part of the same overall plan or transaction, (i) Buyer intends to sell and issue to Buyer Founder, and Buyer Founder shall purchase, an aggregate of 7,897,735 shares of Buyer Common Stock for an aggregate of \$22,113.66, such that following such issuance, sale and purchase, and the contribution by Seller of the Assets in exchange for the Shares, Buyer Founder shall own 78.9774% of the Fully-Diluted Capitalization of Buyer and (ii) on the Effective Date, Buyer Founder shall forfeit for cancelation 3,334,436 shares of Seller’s common stock (“**Seller Common Stock**”) to Seller for no consideration, such that following such contribution, Buyer Founder shall own 10.0000% of the Fully-Diluted Capitalization of Seller.

### AGREEMENT

**NOW THEREFORE**, for and in consideration of the foregoing premises, and the mutual promises, representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

#### 1. PURCHASE AND SALE OF ASSETS.

**1.1 Purchase and Sale, Transfer and Assignment of Assets.** Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth in this Agreement, Seller hereby sells, contributes, assigns, transfers and conveys to Buyer, and Buyer hereby purchases and acquires from Seller, all of Seller's right, title and interest in and to all of the Assets, to have and to hold the Assets for Buyer's use forever and for Buyer's successors and assigns or other legal representatives. Notwithstanding anything to the contrary, Seller is not transferring to Buyer, and the Assets shall not include, any articles and other written materials that have been published by Seller prior to the Effective Date, including but not limited to any such articles and written materials relating to the Business, and any other assets not expressly identified on Exhibit A (collectively, the "***Excluded Assets***"). All Excluded Assets will be retained by Seller or its licensors and are not sold, contributed, assigned, transferred or conveyed to Buyer pursuant to this Agreement.

**1.2 Tax Consequences.** It is intended by the parties hereto that the purchase and sale of the Assets pursuant to this Agreement shall be treated as an exchange of assets by Seller in exchange for the Shares in an exchange described in Section 351 of the U.S. Internal Revenue Code of 1986, as amended (the "***Code***"), with the Cash Consideration constituting "boot" governed by Section 351(b) of the Code. Buyer and Seller (and any successors or assignees) shall report the purchase and sale of the Assets in a manner consistent with the foregoing tax treatment, and shall file all tax returns consistent with that treatment.

**1.3 Liabilities.** In further consideration of the sale, contribution, assignment, transfer and conveyance of the Assets to Buyer, Buyer hereby assumes and agrees to pay, perform and discharge, as appropriate, all of the Liabilities (as defined below) related to the Assets accruing after the Effective Date (collectively, the "***Assumed Liabilities***"). "***Liabilities***" means any direct or indirect liability, indebtedness, obligation, expense, debt, claim, loss, damage, deficiency, guaranty or endorsement of any nature, whether absolute or contingent, known or unknown, secured or unsecured, recourse or non-recourse, filed or unfiled, accrued or unaccrued, due or to become due, or liquidated or unliquidated. Other than the Assumed Liabilities, Buyer is not assuming and shall not assume, any Liabilities related to, associated with or arising under (a) any of the Assets or in connection with the transfer of the Assets to Buyer pursuant to this Agreement, in each case, that accrue prior to the Effective Date, or (b) any Excluded Assets and, in each case, the Seller shall retain, and shall be responsible for paying, performing and discharging when due all such Liabilities.

**1.4 Further Assurances.** Each party hereto agrees to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement, including any assignments from Seller of all registered and unregistered patents, trademarks, copyrights, service marks, and domain names included in the Assets and all pending applications for registration or recordation of any patents, copyrights, trademarks, service marks and domain names included in the Assets, in a form acceptable for recording with the applicable governmental authority. Seller further agrees to execute and deliver, without further compensation of any kind, such powers of attorney, assignments, applications for copyright, patent or other intellectual property right protection, as Buyer, or any of its successors or assigns, may reasonably deem necessary to confirm the conveyance to Buyer, its successors and assigns, all right, title and interest in and to each of the Assets, and, at Buyer's expense, to cooperate and assist in the prosecution of any opposition proceedings involving said rights and

any adjudication of the same. The foregoing assignment includes all moral rights and, to the extent Seller retains any moral rights under applicable law, Seller hereby ratifies and consents to, and provides all necessary ratifications of and consents to, any action that may be taken with respect to such oral rights by, or authorized by, Buyer; further, Seller agrees never to assert any claims, rights or moral rights in or to any of the Assets.

## **2. CONSIDERATION.**

**2.1 Stock Consideration.** In consideration of the Assets sold, contributed, assigned, transferred and conveyed to Buyer hereunder, Buyer shall issue the Shares to Seller, immediately following which issuance Seller shall distribute the Shares as follows: (i) an aggregate of 1,000,000 Shares to Seller Founder and Seller Service Providers, allocated among them as set forth on Exhibit B hereto, and (ii) an aggregate of 1,102,265 Shares to the Every SAFE Holders, allocated among them as set forth on Exhibit B hereto. For purposes of this Agreement, “**Fully-Diluted Capitalization**” with respect to each party means, as of the Effective Date, all shares of Common Stock of such party issued and outstanding, assuming full conversion or exercise of all then issued and outstanding securities of the applicable party, including securities issuable upon conversion of any convertible promissory notes, simple agreements for future equity (“**SAFES**”) or other instruments convertible into or exercisable for shares of the applicable party’s capital stock, plus all shares of Common Stock reserved for issuance upon exercise of stock options or stock awards to be granted in the future under any stock option or equity incentive plan of the applicable party (excluding any increase to the shares reserved in connection with the Transactions); provided that for purposes of calculating each party’s Fully-Diluted Capitalization, each SAFE with a post-money valuation cap in its terms shall be assumed to convert into a number of shares of Common Stock equal to (i) the purchase amount applicable to such SAFE, divided by (ii) the conversion price obtained by dividing the post-money valuation cap applicable to such SAFE by the Fully-Diluted Capitalization and including the conversion shares of the SAFES calculated pursuant to this clause.

**2.2 Cash Consideration.** In consideration of the Assets sold, contributed, assigned, transferred and conveyed to Buyer hereunder, Buyer shall pay to Seller an aggregate of \$150,000 in cash (the “**Cash Consideration**”), as follows: (i) \$5,000 shall be paid upon the earlier of (A) the consummation of a financing pursuant to which Buyer sells its equity securities (which shall include Simple Agreement for Future Equity and convertible notes, but shall not include equity awards to service providers of Buyer) (a “**Financing**”) for aggregate proceeds to Buyer of at least \$250,000, or (B) Buyer achieving cash flow operating results, with monthly revenue of at least \$50,000, for two consecutive months ((A) and (B) collectively, the “**Initial Payment Conditions**”), and (ii) the balance shall be payable in monthly installments of \$7,250 over a period of 20 months, commencing upon the earlier of (i) a Financing for aggregate proceeds to Buyer of at least \$2,000,000, and (ii) Buyer achieving annual recurring revenue (ARR) of \$2,000,000.

## **3. REPRESENTATIONS AND WARRANTIES OF SELLER AND SELLER HOLDERS.**

**3.1 Representatives and Warranties by Entities:** Seller and each of the Seller Holders that are entities represent and warrant to Buyer that:

(a) **Power and Authority; Capacity.** Such party has full organizational and legal power and authority under its organizational documents, applicable law and otherwise to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by such party has been duly and validly authorized by all necessary action under the organizational documents of such party and does not require any further authorization or consent of such party or its directors, officers, trustees, members, partners, stakeholder or other beneficial owners (including, without limitation, any foreign corollary to any such person), or of any public official. The signatory executing this Agreement on behalf of such party is qualified and has the power to act and is properly exercising his, her, or its powers under the organizational documents of such party in connection with the execution and delivery of this Agreement and consummation of the Transactions. This Agreement has been duly executed and delivered by such party.

(b) **Non-Contravention; Legal Investment.** The execution, delivery and performance by such party of this Agreement do not and will not contravene or constitute a default under, or violation of, or be subject to penalties under, (i) any agreement (or require the consent of any party under any such agreement that has not been made or obtained) to which such party is a party, or (ii) any judgment, injunction, order, decree or other instrument binding upon the such party, except where such contravention, default, violation or failure to obtain a consent, individually or in the aggregate, would not reasonably be expected to impair such party's ability to perform fully any material obligation which such party has or will have under this Agreement.

(c) **Enforceability.** This Agreement constitutes the legally valid and binding obligation of such party, enforceable against the such party in accordance with its terms, except as may be limited by bankruptcy, insolvency, organization, moratorium or similar laws relating to or affecting creditors' rights generally (including, without limitation, fraudulent conveyance laws) and by general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law.

### **3.2 Seller Representations.** Seller represents and warrants to Buyer that:

#### **(a) Seller Capitalization.**

(i) Seller Holders and Buyer Founder collectively hold all outstanding shares of capital stock (excluding any outstanding options) and simple agreements for future equity issued by Seller as of the Effective Date as set forth on Exhibit C hereto.

(ii) Seller has reserved 888,888 shares of Common Stock for issuance to officers, directors, employees and consultants of Seller pursuant to its 2020 Equity Compensation Plan duly adopted by the Board of Directors of Seller and approved by the Seller stockholders (the "**Stock Plan**"). Of such reserved shares of Common Stock, options to purchase 254,341 shares have been granted and are currently outstanding, and 634,547 shares of Common Stock of Seller remain available for issuance to officers, directors, employees and consultants pursuant to the Stock Plan.

(b) **Litigation.** There is no action, suit, claim, investigation or proceeding (or any basis therefor) pending against, or, to the knowledge of Seller, threatened against, or relating to or affecting Seller, before any governmental entity, and, to the knowledge of Seller, there are no existing facts or circumstances that would reasonably be expected to result in such an action, suit, claim, investigation or proceeding. Seller is not subject to any outstanding order, writ, injunction or decree which could reasonably be expected to have, individually or in the aggregate, a material adverse effect or materially interfere with Seller's ability to consummate the Transactions.

(c) **Compliance with Laws.** Seller is not in violation of and has not violated, nor, to the knowledge of Seller, is Seller under investigation with respect to or threatened to be charged with, any violation of any federal, state or local statute, law, ordinance, regulation, rule or code, or any order, judgment or decree entered by any governmental entity, applicable to the Assets or the conduct of the Business, nor has Seller received any notice of any such violation.

(d) **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 3.3, NEITHER SELLER NOR ANY SELLER HOLDER IS MAKING ANY OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO BUYER IN CONNECTION WITH THIS AGREEMENT (INCLUDING WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THE CONDITION, OPERABILITY, ACCURACY, PERFORMANCE OR SUITABILITY OF ANY OF THE ASSETS). FOR THE AVOIDANCE OF DOUBT, BUYER IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY OR DISCLOSURE OF SELLER OR ANY SELLER HOLDER OTHER THAN ITS REPRESENTATIONS, WARRANTIES AND DISCLOSURES EXPRESSLY SET FORTH IN THIS SECTION 3.

(e) **Validity; Sufficiency.** (i) The Intellectual Property (as defined on Exhibit A) rights included within the Assets have not been adjudged invalid or unenforceable in whole or in part; and (ii) other than the Assets, there are no other material assets used in the operation of the Business.

(f) **Ownership; Disputes; Encumbrances.** (i) Seller owns, and can transfer, valid title and interest in and to, each of the Assets (and has written enforceable agreements with all persons necessary to give it the rights to do the foregoing and otherwise fully perform this Agreement), (ii) Seller has not assigned, transferred, licensed, pledged, or otherwise encumbered any of the Assets or agreed to do so (iii) to the knowledge of Seller, the Assets do not violate, infringe or misappropriate any third party's rights; (iv) none of the Assets are presently subject to, or to Seller's knowledge, could reasonably become subject to, any dispute, claim, prior license or other agreement, assignment or rights of any third party, or any other rights that might interfere with Buyer's use, or exercise of ownership of, any Assets, nor is Seller aware of any claims by any third party to any rights of any kind in or to any of the Assets or of any basis for any of the foregoing, and (v) none of the Assets are subject to any material lien, pledge, mortgage, security interest, charge, claim, covenant, condition or restriction or any other adverse claim, right or other encumbrance of any sort ("***Claims***"); and (vi) to the knowledge of Seller, all software included within the Assets is (a) free of all viruses, worms, trojan horses and other infections or harmful routines and (b) does not contain any "open source," "copy left," "public" or other similar code or anything derived from or based on any of the foregoing that (i) obligates Seller to disclose, make

available, offer or deliver any portion of the source code of such software or component thereof to any third party or (ii) obligates Seller to license any such software on a royalty free or minimal charge basis including for the purpose of making additional copies or derivative works, and (c) is free from (and if distributed would still be free from) any requirement imposed by a licensor that recipients be entitled to source code or to modify or distribute any such software.

As used in this Agreement, the term “knowledge of Seller” (or similar language) shall mean the actual knowledge.

**3.3 Investment Representations.** Each Seller Holder represents that:

(a) **Purchase for Own Account.** The applicable portion of the Shares to be acquired by such Seller Holder will be acquired for investment for such Seller Holders’ own accounts, not as a nominee or agent, and not with a view to the public resale or distribution thereof within the meaning of the Securities Act of 1933, as amended (the “*Securities Act*”), and such Seller Holder does not have any present intention of selling, granting any participation in, or otherwise distributing the same. Such Seller Holder also represents that it has not been formed for the specific purpose of acquiring the Shares.

(b) **Disclosure of Information.** At no time was such Seller Holder presented with or solicited by any publicly issued or circulated newspaper, mail, radio, television or other form of general advertising or solicitation in connection with the offer, sale and purchase of the Shares. Such Seller Holder has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the Shares to be acquired by Seller Holder hereunder. Such Seller Holder has had an opportunity to ask questions and receive answers from Buyer regarding the terms and conditions of the offering of the Shares and to obtain additional information (to the extent Buyer possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to it or to which it had access.

(c) **Investment Experience.** Such Seller Holder understands that the purchase of the Shares involves substantial risk. Such Seller Holder (i) has experience as an investor in securities of companies in the development stage and acknowledges that such Seller Holder is able to fend for itself, can bear the economic risk of its investment in the Shares and has such knowledge and experience in financial or business matters that such Seller Holder is capable of evaluating the merits and risks of this investment in the Shares and protecting its own interests in connection with this investment and/or (ii) has a preexisting personal or business relationship with the Buyer and certain of its officers, directors or controlling persons of a nature and duration that enables such Seller Holder to be aware of the character, business acumen and financial circumstances of such persons.

(d) **Accredited Investor.** Such Seller Holder is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act and will provide an executed Accredited Investor Questionnaire to Buyer in the form set forth as Exhibit F attached hereto.

(e) **Restricted Securities.** Such Seller Holder understands that the Shares acquired hereunder are characterized as “restricted securities” under the Securities Act inasmuch as they are being acquired from Buyer in a transaction not involving a public offering and that under the Securities Act and applicable regulations thereunder such securities may be resold without registration under the Securities Act only in certain limited circumstances. In this connection, such Seller Holder represents that it is familiar with Rule 144 promulgated under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act. Such Seller Holder understands that Buyer is under no obligation to register any of the securities sold hereunder. Such Seller Holder understands that no public market now exists for any of the Shares and that it is uncertain whether a public market will ever exist for the Shares.

(f) **Further Limitations on Disposition.** Without in any way limiting the representations set forth above, such Seller Holder further agrees not to make any disposition of all or any portion of the Shares unless and until:

(i) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) such Seller Holder shall have notified Buyer of the proposed disposition and shall have furnished Buyer with a statement of the circumstances surrounding the proposed disposition, and either (a) at the expense of such Seller Holder or its respective transferee, with an opinion of such Seller Holder’s counsel, reasonably satisfactory to Buyer, that such disposition will not require registration of such securities under the Securities Act or (b) the disposition is made in compliance with Rule 144 or Rule 701 promulgated under the Securities Act after such Seller Holder has furnished Buyer with such detailed statement and after Buyer has had reasonably opportunity to discuss the matter with Seller Holder.

**4. REPRESENTATIONS AND WARRANTIES OF BUYER AND BUYER FOUNDER.** Buyer and Buyer Founder hereby represent and warrant to Seller that:

**4.1 Power and Authority; Capacity.** Buyer has full organizational and legal power and authority under its organizational documents, applicable law and otherwise to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by Buyer has been duly and validly authorized by all necessary action under the organizational documents of Buyer and does not require any further authorization or consent of Buyer or its directors, officers, trustees, members, partners, stakeholder or other beneficial owners (including, without limitation, any foreign corollary to any such person), or of any public official. The signatory executing this Agreement on behalf of Buyer is qualified and has the power to act and is properly exercising his, her, or its powers under the organizational documents of Buyer in connection with the execution and delivery of this Agreement and consummation of the Transactions. This Agreement has been duly executed and delivered by Buyer.

**4.2 Non-Contravention; Legal Investment.** The execution, delivery and performance by Buyer of this Agreement do not and will not contravene or constitute a default under, or violation of, or be subject to penalties under, (i) any agreement (or require the consent of

any party under any such agreement that has not been made or obtained) to which Buyer is a party, or (ii) any judgment, injunction, order, decree or other instrument binding upon Buyer, except where such contravention, default, violation or failure to obtain a consent, individually or in the aggregate, would not reasonably be expected to impair Buyer's ability to perform fully any material obligation which Buyer has or will have under this Agreement.

**4.3 Enforceability.** This Agreement constitutes the legally valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as may be limited by bankruptcy, insolvency, organization, moratorium or similar laws relating to or affecting creditors' rights generally (including, without limitation, fraudulent conveyance laws) and by general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law.

**4.4 Valid Issuance.** The Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement, Buyer's Certificate of Incorporation and Bylaws, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Seller Holder, as applicable.

**4.5 Buyer Capitalization.** Immediately following the consummation of the Transactions, the capitalization of Buyer shall be as set forth on Exhibit D hereto.

**4.6 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4.6, NEITHER BUYER NOR BUYER FOUNDER IS MAKING ANY OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO SELLER OR ANY SELLER HOLDER IN CONNECTION WITH THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, NEITHER SELLER NOR ANY SELLER HOLDER IS RELYING UPON ANY REPRESENTATION, WARRANTY OR DISCLOSURE OF BUYER OR BUYER FOUNDER OTHER THAN THEIR REPRESENTATIONS, WARRANTIES AND DISCLOSURES EXPRESSLY SET FORTH IN THIS SECTION 4.

## **5. OTHER AGREEMENTS.**

**5.1 Bylaws, Voting Agreement and Co-Sale Agreement.** Each Seller Holder agrees to be bound by and comply with the limitations on transfer contained in the Bylaws of Buyer, as may be amended from time to time (the "**Bylaws**"), and acknowledges that such Seller Holder has received a copy of the Bylaws containing such provisions as set forth on Exhibit E. Each Seller Holder agrees that if, in connection with a bona fide financing transaction, Buyer requests such party to enter into (i) a Right of First Refusal and Co-Sale Agreement (and to subject the shares of Common Stock held by such party to the rights of first refusal of Buyer and certain Buyer stockholders thereunder and the co-sale rights of certain Buyer stockholders thereunder) and/or (ii) a Voting Agreement (pursuant to which such party would agree to vote all shares of Buyer capital stock held by such party for the election of directors and in favor of certain transactions set forth therein)), then such party will enter into such agreements and execute and deliver signature pages thereto (as requested by Buyer) as a holder of Common Stock; provided, that, all



stockholders of Buyer holding greater than 1% of the outstanding capitalization on a fully-diluted basis of Buyer are similarly required to enter into such agreements.

**5.2 Lock-Up.** Each Seller Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to Buyer's initial public offering (the "***IPO***") and ending on the date specified by Buyer and the managing underwriter (such period not to exceed one hundred eighty (180) days), or such other period as may be requested by Buyer or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in applicable FINRA rules, or any successor provisions or amendments thereto), (A) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Buyer's capital stock held immediately prior to the effectiveness of the registration statement for the IPO, or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Buyer's capital stock, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Buyer's capital stock or other securities, in cash or otherwise. The foregoing provisions of this Section 5.2 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement. The underwriters in connection with the IPO are intended third-party beneficiaries of this Section 5.2 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Seller Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in the IPO that are consistent with this Section 5.2 or that are necessary to give further effect thereto.

### **5.3 Restrictive Legends and Stop-Transfer Orders.**

(a) **Legends.** Each Seller Holder understands and agrees that Buyer will place the legends set forth below or similar legends on any stock certificates evidence the Shares, together with any other legends that may be required by state or federal securities laws, Buyer's Certificate of Incorporation or Bylaws, as may be amended from time to time, and any other agreements between each Seller Holder and Buyer or any third party:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A MARKET STANDOFF RESTRICTION AS SET FORTH IN AN AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. AS A RESULT OF SUCH AGREEMENT, THESE SHARES MAY NOT BE TRADED PRIOR TO 180 DAYS AFTER THE EFFECTIVE DATE OF CERTAIN PUBLIC OFFERINGS OF THE COMMON STOCK OF THE ISSUER HEREOF. SUCH RESTRICTION IS BINDING ON TRANSFEREES OF THESE SHARES.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AS PROVIDED IN THE BYLAWS OF THE CORPORATION.

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

(b) **Stop Transfer Instructions.** Each Seller Holder agrees that, in order to ensure compliance with the restrictions set forth in this Agreement, Buyer may impose stop-transfer instructions with respect to the shares of Buyer's capital stock held by a Seller Holder (and transferees and assignees thereof) until the end of such restricted period.

**5.4 Commercial Agreement.** During the two-year period following the Effective Date, upon Buyer's commencing the sale to the general public of paid Buyer plans (the "***Buyer Paid Plans***"), a Seller bundle subscriber shall be entitled to purchase any Buyer Paid Plans on and subject to Buyer's contract terms agreed upon with the customer at a discount of \$20 per month or \$200 per year off of the full list stand-alone price of such Buyer Paid Plans without any cost or fees to Seller (the "***Discount Period***"). Upon expiration of the Discount Period, Seller and Buyer shall negotiate in good faith to reach an agreement with respect to the price of Buyer Paid Plans to Seller bundle subscribers after such Discount Period that is not materially less favorable than the terms offered to any third-party channel or distribution partner of Buyer, subject to termination upon an initial public offering or Acquisition of Buyer or Seller. The commitments described in this section are subject to Seller's compliance with this Agreement and all other agreements between or among the parties, as well as terms and conditions that may be contained in this Agreement and such other agreements. "***Acquisition***" means any of the following: (i) a transaction or series of related transactions in which a person or group of related persons, acquires from the stockholders of Buyer or Seller, as applicable (each, a "***Company***"), shares representing more than 50% of the outstanding voting power of a Company, or (ii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by a Company or any subsidiary of a Company of all or substantially all the assets of a Company and its subsidiaries taken as a whole, or, if substantially all of the assets of a Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of a Company, except where such sale, lease, transfer, exclusive license or other disposition is to a Company or one or more wholly owned subsidiaries of a Company.

**5.5 Newsletter Posts.** Upon the Effective Date, Buyer Founder shall cease providing services to Seller and shall no longer be required to produce any written content for the “Divinations” newsletter for Seller. During the two-year period following the Effective Date: (a) Seller shall be entitled to repost, on a non-exclusive basis, any free written content produced by Buyer Founder or Buyer on an outlet owned and controlled by Buyer Founder or Buyer; and (b) neither Buyer Founder nor Buyer shall produce any subscription based written newsletters or blogposts on an outlet owned and controlled by Buyer Founder or Buyer; provided that Buyer Founder and Buyer shall be entitled to produce fee based online courses or sell ads on any outlet owned or controlled by Buyer Founder or Buyer.

**5.6 Waiver of Inspection Rights.** Each Seller Holder acknowledges and understands that, but for the waiver made herein, such party would be entitled, upon written demand under oath stating the purpose thereof, to inspect for any proper purpose, and to make copies and extracts from, Buyer’s stock ledger, a list of its stockholders, and its other books and records, and the books and records of subsidiaries of Buyer, if any, under the circumstances and in the manner provided in Section 220 of the Delaware General Corporation Law (“**DGCL**”) (any and all such rights, and any and all such other rights of Stockholder as may be provided for in Section 220, the “**Inspection Rights**”). In light of the foregoing, each Seller Holder acknowledges and agrees that, until the consummation of an IPO, it will be deemed to have unconditionally and irrevocably waived any Inspection Rights such party might otherwise have had, whether such Inspection Rights would be exercised or pursued directly or indirectly, under Section 220 of the DGCL or under similar rights under other applicable law, and covenants and agrees never to directly or indirectly commence, voluntarily aid in any way, prosecute, assign, transfer, or cause to be commenced any claim, action, cause of action, or other proceeding to pursue or exercise the Inspection Rights. This waiver applies only in such party’s capacity as a stockholder and does not affect any other inspection rights such party may have under other law.

**5.7 Release and Waiver.**

(a) **Buyer Release.** In consideration of the sale and transfer of the Assets hereunder and, as a condition and inducement to Seller and each Seller Holder’s, willingness to enter into this Agreement, Buyer and Buyer Founder, for or itself and himself, and on behalf of its and his heirs, legal representatives, beneficiaries, successors and assigns (collectively, the “**Buyer Releasers**”), hereby irrevocably, unconditionally and forever acquits, releases, waives and discharges Seller and each Seller Holder, and each of their respective officers, directors, employees, agents, representatives, successors, predecessors and assigns (individually and collectively, the “**Seller Released Parties**”) from any and all obligations, demands, actions, causes of action, suits, counterclaims, set-offs, defenses, controversies, acts and omissions, liabilities, and other claims arising in connection with this Agreement and the Transactions, both in law and in equity, known or unknown, suspected or unsuspected, which Buyer and Buyer Founder had, presently has or may hereafter have or claim or assert to have against any of the Seller Released Parties by reason of any act, omission, transaction, occurrence, conduct, circumstance, condition, harm, matter, cause or thing that has occurred or existed at any time from the beginning of time up to and including the Effective Date, that in any way arise from or out of, are based upon or relate to (a) Buyer Founder’s engagement by Seller and provision of any services by Buyer Founder to Seller pursuant thereto, (b) Buyer Founder’s ownership or purported ownership of any equity or other securities of Seller or (c) the negotiation or execution of this Agreement or the consummation

of the Transactions, except that nothing contained in this Section 5.7(a) shall operate to release such Buyer Releasor's or Buyer Releasors', as applicable, (i) rights under this Agreement and (ii) any claim that cannot be waived or released by law (after taking into account such exceptions, the "***Buyer Released Claims***").

(b) **Seller Holders' Release.** Seller's portion of the Shares and the Cash Consideration, and each Seller Holder's portion of the Shares, represents the only consideration to be received by such Seller and Seller Holder in connection with the Transaction. In exchange for such consideration and as a condition and inducement to Buyer and Buyer Founder's willingness to enter into this Agreement, Seller and each Seller Holder, for itself, himself, or herself, and on behalf of its, his, or her heirs, legal representatives, beneficiaries, successors and assigns (collectively, the "***Seller Releasors***"), hereby irrevocably, unconditionally and forever acquits, releases, waives and discharges Buyer Founder, Buyer and its officers, directors, employees, agents, representatives, successors, predecessors and assigns (individually and collectively, the "***Buyer Released Parties***") from any and all obligations, demands, actions, causes of action, suits, counterclaims, set-offs, defenses, controversies, acts and omissions, liabilities, and other claims arising in connection with this Agreement and the Transactions, both in law and in equity, known or unknown, suspected or unsuspected, which Seller and such Seller Holder had, presently has or may hereafter have or claim or assert to have against any of the Buyer Released Parties by reason of any act, omission, transaction, occurrence, conduct, circumstance, condition, harm, matter, cause or thing that has occurred or existed at any time from the beginning of time up to and including the Effective Time, that in any way arise from or out of, are based upon or relate to (a) such Seller Releasor's or Seller Releasors', as applicable, ownership or purported ownership of any equity or other securities of Seller or (b) the negotiation or execution of this Agreement or the consummation of the Transactions, except that nothing contained in this Section 5.7(b) shall operate to release such Seller Releasor's or Seller Releasors', as applicable, (i) rights under this Agreement and (ii) any claim that cannot be waived or released by law (after taking into account such exceptions, the "***Seller Released Claims***").

(c) These releases are intended to be complete, global and all-encompassing and specifically includes claims that are known, unknown, fixed, contingent or conditional with respect to the matters described herein. With respect to such Buyer Released Claims and Seller Released Claims, each of the Buyer Releasors and Seller Releasors, as applicable, hereby expressly waive any and all rights conferred upon it, him, her or it by any statute or rule of law that provides that a release does not extend to claims that the claimant does not know or suspect to exist in his, her or its favor at the time of executing the release, which if known by it or him must have materially affected its or his settlement with the released party, including the following provisions of California Civil Code Section 1542 to the extent applicable to the Seller Releasors and Buyer Releasors, as applicable:

"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."

**5.8 Consents.** Seller and each Seller Holder hereby gives any consents or waivers that are reasonably required for the consummation of the Transaction under the terms of any agreement or instrument to which Seller and such Seller Holder is a party or subject or in respect of any rights Seller and such Seller Holder may have in connection with the Transactions (whether such rights exist under the certificate of incorporation or bylaws of the Seller, any agreement or other understanding to which Seller is a party or by which it is, or any of its assets are, bound under statutory or common law or otherwise). Without limiting the generality or effect of the foregoing, each Seller Holder hereby waives any and all rights to contest or object to the execution and delivery of the Agreement, Seller's Board of Directors' actions in approving this Agreement and the consummation of the Transactions, or to the execution and delivery of a written consent and the granting of any stockholder consent, or to seek damages or other legal or equitable relief in connection therewith.

**5.9 Non-Disparagement.** Buyer Founder and Buyer (the "**Buyer Parties**"), on the one hand, and Seller and Seller Founder (the "**Seller Parties**"), on the other hand, agree not to make, directly or indirectly, negative comments about or otherwise disparage the other or any of their respective officers, directors, employees, stockholders, members, agents or products. The foregoing will not restrict or impede any party hereto from exercising protected legal rights to the extent that such rights cannot be waived by agreement or from providing truthful statements in response to any governmental agency, rulemaking authority, subpoena power, legal process, required governmental testimony or filings, or judicial, administrative or arbitral proceedings (including without limitation depositions in connection with such proceedings).

**5.10 Public Announcements.** Unless otherwise required by applicable law (based upon the reasonable advice of counsel), the Buyer Parties, on the one hand, and the Seller Parties, on the other hand, shall consult with each other before issuing any press release or making any public statement with respect to this Agreement and shall not issue any such press release or make any such public statement without the prior written consent of Buyer and Seller, which consent shall not be unreasonably withheld, conditioned or delayed, except as such release or announcement may be required by applicable law. For the avoidance of doubt, the Buyer Parties, on the one hand, and the Seller Parties, on the other hand, may share any publicly issued materials that have been previously approved by the other party pursuant to the prior sentence, such as a re-post or re-share of any approved press release, without having to obtain additional approval from the other party. Notwithstanding the foregoing, each of the parties hereto may provide information about the subject matter of this Agreement in connection with their fundraising, merger and acquisition, marketing, informational or reporting activities of the kind customarily provided to investors and acquirors and prospective investors and acquirors with respect to such activities without the consent of the other parties.

## **6. MISCELLANEOUS.**

### **6.1 Notices.**

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then

on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on signature page hereto, or in any case to such email address or address as subsequently modified by written notice given in accordance with this Section 6.1.

(b) Each party consents to the delivery of any stockholder notice pursuant to the DGCL, as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address set forth below such party's name on their signature page hereto, as updated from time to time by notice to Buyer, or as on the books of the Buyer. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each party agrees to promptly notify Buyer of any change in such stockholder's electronic mail address, and that failure to do so shall not affect the foregoing.

**6.2 Titles and Headings.** The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement.

**6.3 Fees and Expenses.** Buyer shall pay Seller's reasonable out-of-pocket expenses incurred in connection with the Transactions, not to exceed \$50,000, as follows: (a) an amount up to \$20,000 will be paid upon the earlier satisfaction of the Initial Payment Conditions, and (b) any amount in excess of \$20,000 but not to exceed \$50,000 shall be paid upon the earlier of (i) a Financing for aggregate proceeds to Buyer of at least \$1,000,000, (ii) the closing of an Acquisition of Buyer, or (iii) 18 months from the Effective Date.

**6.4 Entire Agreement.** This Agreement and any and all other agreements, instruments or documents referred to herein and entered into in connection with this Agreement (collectively, the "*Transaction Documents*") constitute the entire agreement and understanding between the parties, and supersede any and all prior and contemporaneous offers, agreements or understandings, both written and oral, among the parties with respect to the Transactions, including any binding or non-binding provisions in the Non-Binding Term Sheet executed on March 9, 2023 by Buyer and Seller. In the event of any inconsistency between this Agreement (and the exhibits attached hereto) and those in the other Transaction Documents, this Agreement (and the exhibits attached hereto) will control.

**6.5 Amendment; Waiver.** This Agreement may be amended only by a writing signed by Seller and Buyer. The observance of any term or provision of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Agreement will be deemed to constitute a waiver of any other breach or any succeeding breach.

**6.6 No Third-Party Beneficiaries.** Other than as set forth in Section 5.2, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or to give any person, firm or corporation, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

**6.7 Execution in Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other 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.

**6.8 Assignment.** This Agreement may not be assigned by any party without the prior written consent of the other parties.

**6.9 Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflict of law principles that would result in the applicable of any law other than the law of the State of Delaware.

**6.10 Severability.** If any provision of this Agreement is for any reason and to any extent deemed to be invalid or unenforceable, then such provision shall not be voided but rather shall be enforced to the maximum extent then permissible under then applicable law and so as to reasonably effect the intent of the parties hereto, and the remainder of this Agreement will remain in full force and effect.

**6.11 Confidentiality.**

(a) Neither Seller Holders nor Seller will use or disclose any technical or business information or plans of Buyer or relating to the Assets, except to the extent (i) such information is generally available (through no fault of such Seller Holder or Seller) for use and disclosure by the general public without any charge, license or restriction, (ii) Buyer expressly authorizes, in writing, such Seller Holder's or Seller's use or disclose of such information, or (iii) such information is required to be disclosed by applicable law, provided that such Seller Holder or Seller provides Buyer notice of such required disclosure and a reasonable opportunity to take steps to maintain the confidentiality thereof. Each Seller Holder and Seller recognizes and agrees that there is no adequate remedy at law for a breach of this Section 6.11(a), that such a breach would irreparably harm Buyer and that Buyer is entitled to equitable relief (including, without limitation, injunctive relief) with respect to any such breach or potential breach in addition to any other remedies and without any requirement to post bond.

(b) Neither Buyer nor Buyer Founder will use or disclose any technical or business information or plans of Seller or any assets retained by Seller (including the Excluded Assets), excluding for the avoidance of doubt, such information or plans relating to the Assets, except to the extent (i) such information is generally available (through no fault of Buyer or Buyer Founder) for use and disclosure by the general public without any charge, license or restriction, (ii) Seller expressly authorizes, in writing, Buyer's or Buyer Founder's use or disclose of such information, or (iii) such information is required to be disclosed by applicable law, provided that

Buyer or Buyer Founder provides Seller notice of such required disclosure and a reasonable opportunity to take steps to maintain the confidentiality thereof. Each of Buyer and Buyer Founder recognizes and agrees that there is no adequate remedy at law for a breach of this Section 6.11(b), that such a breach would irreparably harm Seller and that Seller is entitled to equitable relief (including, without limitation, injunctive relief) with respect to any such breach or potential breach in addition to any other remedies and without any requirement to post bond.

**6.12 Dispute Resolution.** The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the chancery court of the State of Delaware 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 chancery court of Delaware, 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.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL

[Signature page follows]



IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**BUYER:**

Lex, Inc.


By: 

Name: Nathan Baschez

Title: Chief Executive Officer

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**BUYER FOUNDER:**

\_\_\_\_\_

Name: Nathan Baschez

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

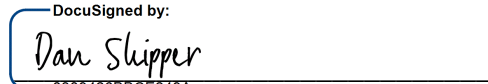
**SELLER:**

Every Media Inc.

By:   
Name: W. Daniel Shipper  
Title: Chief Executive Officer

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.


**SELLER FOUNDER:**

DocuSigned by:  
  
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W. Daniel Shipper

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

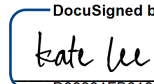
**SELLER SERVICE PROVIDERS:**

DocuSigned by:  
  
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Evan Armstrong

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**SELLER SERVICE PROVIDERS:**

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Kate Lee

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

Bedrock Capital II, LP

By: Bedrock Capital II GP, LLC, its General Partner

By:  \_\_\_\_\_

Name: Geoff Lewis Tabachnick

Title: Managing Member


**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

Bedrock Capital Entrepreneurs Fund II, LP

By: Bedrock Capital II GP, LLC, its General Partner

By: 

Name: Geoff Lewis Tabachnick

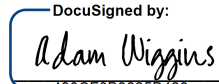
Title: Managing Member

**[Signature Page to Asset Contribution Agreement]**



IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.


**EVERY SAFE HOLDERS:**

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Adam Wiggins

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

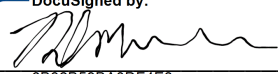
**EVERY SAFE HOLDERS:**

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Seth Godin

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.


**EVERY SAFE HOLDERS:**

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Nikita Miller

**[Signature Page to Asset Contribution Agreement]**

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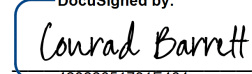
**EVERY SAFE HOLDERS:**

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Austin Rief

**[Signature Page to Asset Contribution Agreement]**

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**EVERY SAFE HOLDERS:**

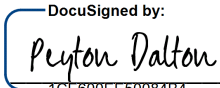
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Conrad Barrett

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.


**EVERY SAFE HOLDERS:**

Backend Capital, a Series of Backend Capital, LP

By:   
Name: Peyton Dalton  
Title: Authorized Person

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.


**EVERY SAFE HOLDERS:**

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**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**


DocuSigned by:  
  
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Hursh Agrawal

**[Signature Page to Asset Contribution Agreement]**



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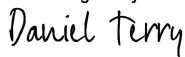
**EVERY SAFE HOLDERS:**

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Dan Putt

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

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Daniel Terry

**[Signature Page to Asset Contribution Agreement]**

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**EVERY SAFE HOLDERS:**

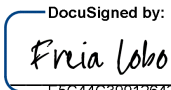
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David Perell

**[Signature Page to Asset Contribution Agreement]**

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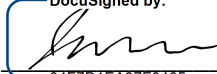
**EVERY SAFE HOLDERS:**

Flobot, LLC

By:  DocuSigned by:  
Name: Freia Lobo  
Title: CEO

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

DocuSigned by:  
  
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Julian Weisser

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.


**EVERY SAFE HOLDERS:**

DocuSigned by:  
  
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Lenny Rachitsky

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.


**EVERY SAFE HOLDERS:**

DocuSigned by:  
  
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Krishna Kaliannan

**[Signature Page to Asset Contribution Agreement]**

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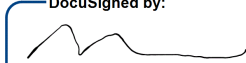
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Nathaniel Zola

**[Signature Page to Asset Contribution Agreement]**



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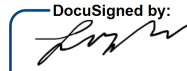
**EVERY SAFE HOLDERS:**

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Matthew Lieber

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**


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829290A00F8342E...  
Liyun Jin

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

Fund I, a Series of Schlaf Angel, LP

By:   
Name: Peyton Dalton  
Title: Authorized Person

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**


DocuSigned by:  
  
13E6EA54C983449...  
Sibjeet Mahapatra

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

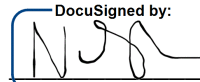
**EVERY SAFE HOLDERS:**

The Mehrotra Living Trust

By:   
Name: Shishir Mehrotra  
Title: Trustee

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**


DocuSigned by:  
  
80D26187AC184F2  
Nashlu Mouen

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

Tiny Container, LLC

By:   
Name: Quinten Farmer  
Title: Managing Member

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

DocuSigned by:  
  
076DE41F0199442...  
Spencer Lazar


**[Signature Page to Asset Contribution Agreement]**



IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

DocuSigned by:  
  
E457B7BCCE674E0...  
Alexis Tryon

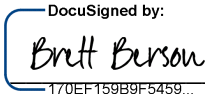
DocuSigned by:  
  
6F9749D255DA4FE...  
Scott Carleton

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

Graduate Fund I LLC

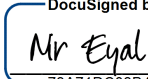
By:   
Name: Brett Berson  
Title: Partner

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.


**EVERY SAFE HOLDERS:**

The 2010 Nir Eyal and Julie Li-Eyal Revocable Trust

By:   
Name: Nir Eyal  
Title: Trustee

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

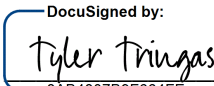
DocuSigned by:  
  
F1A02ADB8B4D4B7...  
Sam Lessin

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

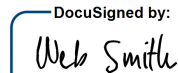
**EVERY SAFE HOLDERS:**

Fund I, a Series of EC Calm Company Funds LP

By:   
Name: Tyler Tringas  
Title: Authorized Person of the General Partner

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

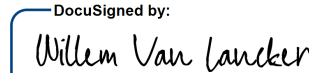
**EVERY SAFE HOLDERS:**

DocuSigned by:  
  
9868AF41E7384C9...  
Web Smith

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

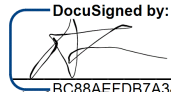
**EVERY SAFE HOLDERS:**

DocuSigned by:  
  
57FAB0C5C129427...  
Willem Van Lancker

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

DocuSigned by:  
  
BC88AEFDB7A3477 ...  
Adam Ryan

**[Signature Page to Asset Contribution Agreement]**



IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

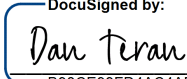
DocuSigned by:  
  
F7CBE3D6DB594C0...  
Ajay Mehta

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

Gutter Capital LLC

By:   
Name: Dan Teran  
Title: Partner

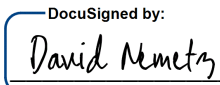
DocuSigned by:  
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**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

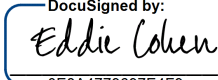
Transcoast Capital Management Co, Ltd.

By:   
Name: David Nemetz  
Title: Managing Director

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

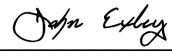
Cohen Inventions, LLC

By:   
Name: Eddie Cohen  
Title: CEO

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

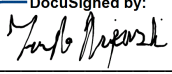
**EVERY SAFE HOLDERS:**

DocuSigned by:  
  
272BAE0949044A6...  
John Exley

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

DocuSigned by:  
  
70174E87EEDC4E9...  
Taylor Majewski

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

DocuSigned by:  
  
C975AE6EDC2149B...  
Ben Congleton

**[Signature Page to Asset Contribution Agreement]**

IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**


DocuSigned by:  
  
20A349B64FA7414...  
Matt Kalmans

**[Signature Page to Asset Contribution Agreement]**



IN WITNESS WHEREOF, Buyer and Seller have executed and delivered this Agreement by their duly authorized representatives as of the Effective Date.

**EVERY SAFE HOLDERS:**

DocuSigned by:  
  
4F055B57F288463...  
Jared Erundu

**[Signature Page to Asset Contribution Agreement]**

## **Exhibit A**

### **List of Assets**

- 1) All Intellectual Property (as defined below) and assets comprising the “Lex” tool, code, content, software and projects, and all documentation relating thereto, whether in tangible or intangible form, or contained in Seller’s Github and GoGrid systems, Seller’s computers or servers, or on third party servers engaged by Seller. Such Assets to specifically include the following:
  - 2) software, projects and related documentation developed by or on behalf of Seller or used or held for use by Seller in the Business, including without limitation the following:
    - Lex frontend (written in React)
    - Lex backend (written in Rails)
    - Lex python service (written in Flask and hosted on Render)
    - Lex database (currently hosted on Heroku)
    - Lex CDN (Cloudflare)
    - Lex websocket server (currently hosted on Heroku)
    - Lex static assets (AWS / S3)
    - Lex github account history and repos
    - Lex heroku accounts for software and services used to power Lex (e.g., email sending, webhosting and analytics)
    - Lex ConvertKit account (email newsletters)
    - Lex Canny account (user feedback)
    - Lex Mailgun account (transactional emails)
    - Lex Sentry account (error tracking)
    - Lex OpenAI account (under Lex Google organization)
    - Data and history relating to Lex under OpenAI account registered to nathan@every.to
    - Lex Google Workspace account
    - Lex Amplitude account
    - Lex Google Analytics account
    - Lex Twitter account
- 3) Domain Names  
  
<https://lex.page>
- 4) Trademarks  
  
LEX common law rights
- 5) Copyrights
  - All FAQ content hosted on Lex
  - All Lex YouTube videos:

<https://www.youtube.com/playlist?list=PL4GgKnF7fmYITvzIO99LMEFTNdskjens2>

- All emails delivered in ConvertKit to Lex users

**“Intellectual Property”** means: worldwide industrial and intellectual property rights and all rights associated therewith, and all rights to all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof and similar or equivalent rights in inventions and discoveries; all trade secrets, rights in proprietary information or know how, technology, processes, design specifications, concepts, tools, and all other rights corresponding thereto; all industrial designs and any registrations and applications therefor; all trade names, logos, trade dress, common law trademarks and service marks, trademark and service mark registrations and applications therefor; all copyrights and copyrightable works (including computer software programs, in both source code and object code form), copyright registrations and applications therefor, and all other rights corresponding thereto; all rights in databases, data collections, technical data, documentation, directories; to the extent permitted by applicable law, all moral and economic rights of authors and inventors, however denominated; all rights in any of the foregoing throughout the world, all of the goodwill associated with any of the foregoing, and any similar or equivalent or related rights to any of the foregoing anywhere in the world (including past, present and future claims of infringement or misappropriation against third parties related to any of the foregoing).

**Exhibit B**

**Allocation of Shares to Seller Holders**

<b>Name of Seller Founder</b>	<b>Number of shares of Common Stock of Buyer</b>
W. Daniel Shipper	925,000

<b>Name of Sellers Service Providers</b>	<b>Number of shares of Common Stock of Buyer</b>
Evan Armstrong	50,000
Kate Lee	25,000
<b>Total:</b>	<b>75,000</b>

<b>Name of Every SAFE Holder</b>	<b>Number of shares of Common Stock of Buyer</b>
Bedrock Capital II, LP	487,006
Bedrock Capital Entrepreneurs Fund II, LP	12,992
Adam Wiggins	8,333
Seth Godin	8,333
Nikita Miller	8,333
Austin Rief	16,666
Conrad Barrett	8,333
Backend Capital, a Series of Backend Capital, LP	41,666
Bo Ren	8,333
Hursh Agrawal	8,333
Dan Putt	16,666
Daniel Terry	8,333
David Perell	8,333
Flobot, LLC	16,666
Julian Weisser	1,666
Lenny Rachitsky	1,666
Krishna Kaliannan	8,333
Nathanial Zola	8,333
Matthew Lieber	41,666
Li Jin	8,333
Fund I, a Series of Schlaf Angel, LP	41,666
Sibjeet Mahapatra	8,333
The Mehrotra Living Trust	13,333
Nashilu Mouen	2,499
Tiny Container, LLC	8,333

<b>Name of Every SAFE Holder</b>	<b>Number of shares of Common Stock of Buyer</b>
Spencer Lazar	41,666
Alexis Tryon & Scott Carleton	16,666
Graduate Fund I LLC (Josh Kopelman)	41,666
The 2010 Nir Eyal and Julie Li-Eyal Revocable Trust	8,333
Sam Lessin	41,666
Fund I, a Series of EC Calm Company Funds LP	8,333
Web Smith	8,333
Willem Van Lancker	8,333
Adam Ryan	12,499
Ajay Mehta	6,249
Gutter Capital LLC (Dan Teran)	31,249
Transcoast Capital Management Co, Ltd. (Dave Nemetz)	18,749
Cohen Inventions, LLC (Eddie Cohen)	12,499
John Exley	1,874
Taylor Majewski	6,249
Ben Congleton	6,249
Matt Kalmans	12,499
Jared Erundu	16,666
<b>Total</b>	<b>1,102,265</b>

**Exhibit C**  
**Seller Capitalization**

<b>Stockholder</b>	<b>Common</b>
W. Daniel Shipper	4,000,000
Nathan Baschez	4,000,000
<b>Total</b>	<b>8,000,000</b>

<b>SAFE holder</b>	<b>Principal</b>
Bedrock Capital II, LP	\$292,204.00
Bedrock Capital Entrepreneurs Fund II, LP	\$7,796.00
Adam Wiggins	\$5,000.00
Seth Godin	\$5,000.00
Nikita Miller	\$5,000.00
Austin Rief	\$10,000.00
Conrad Barrett	\$5,000.00
Backend Capital, a Series of Backend Capital, LP	\$25,000.00
Bo Ren	\$5,000.00
Hursh Agrawal	\$5,000.00
Dan Putt	\$10,000.00
Daniel Terry	\$5,000.00
David Perell	\$5,000.00
Flobot, LLC	\$10,000.00
Julian Weisser	\$1,000.00
Lenny Rachitsky	\$1,000.00
Krishna Kaliannan	\$5,000.00
Nathanial Zola	\$5,000.00
Matthew Lieber	\$25,000.00
Li Jin	\$5,000.00
Fund I, a Series of Schlaf Angel, LP	\$25,000.00
Sibjeet Mahapatra	\$5,000.00
The Mehrotra Living Trust	\$8,000.00
Nashilu Mouen	\$1,500.00
Tiny Container, LLC	\$5,000.00
Spencer Lazar	\$25,000.00
Alexis Tryon & Scott Carleton	\$10,000.00
Graduate Fund I LLC (Josh Kopelman)	\$25,000.00
The 2010 Nir Eyal and Julie Li-Eyal Revocable Trust	\$5,000.00
Sam Lessin	\$25,000.00
Fund I, a Series of EC Calm Company Funds LP	\$5,000.00
Web Smith	\$5,000.00
Willem Van Lancker	\$5,000.00
Adam Ryan	\$10,000.00
Ajay Mehta	\$5,000.00

Gutter Capital LLC (Dan Teran)	\$25,000.00
Transcoast Capital Management Co, Ltd. (Dave Nemetz)	\$15,000.00
Cohen Inventions, LLC (Eddie Cohen)	\$10,000.00
John Exley	\$1,500.00
Taylor Majewski	\$5,000.00
Ben Congleton	\$5,000.00
Matt Kalmans	\$10,000.00
Jared Erondy	\$10,000.00
<b>Total</b>	<b>\$683,000.00</b>

**Exhibit D**

**Buyer Capitalization**

<b>Stockholder</b>	<b>Common Stock</b>
Nathan Baschez	7,897,735
W. Daniel Shipper	925,000
Evan Armstrong	50,000
Kate Lee	25,000
Bedrock Capital II, LP	487,006
Bedrock Capital Entrepreneurs Fund II, LP	12,992
Adam Wiggins	8,333
Seth Godin	8,333
Nikita Miller	8,333
Austin Rief	16,666
Conrad Barrett	8,333
Backend Capital, a Series of Backend Capital, LP	41,666
Bo Ren	8,333
Hursh Agrawal	8,333
Dan Putt	16,666
Daniel Terry	8,333
David Perell	8,333
Flobot, LLC	16,666
Julian Weisser	1,666
Lenny Rachitsky	1,666
Krishna Kaliannan	8,333
Nathanial Zola	8,333
Matthew Lieber	41,666
Li Jin	8,333
Fund I, a Series of Schlaf Angel, LP	41,666
Sibjeet Mahapatra	8,333
The Mehrotra Living Trust	13,333
Nashilu Mouen	2,499
Tiny Container, LLC	8,333
Spencer Lazar	41,666
Alexis Tryon & Scott Carleton	16,666
Graduate Fund I LLC (Josh Kopelman)	41,666
The 2010 Nir Eyal and Julie Li-Eyal Revocable Trust	8,333
Sam Lessin	41,666
Fund I, a Series of EC Calm Company Funds LP	8,333



Web Smith	8,333
Willem Van Lancker	8,333
Adam Ryan	12,499
Ajay Mehta	6,249
Gutter Capital LLC (Dan Teran)	31,249
Transcoast Capital Management Co, Ltd. (Dave Nemetz)	18,749
Cohen Inventions, LLC (Eddie Cohen)	12,499
John Exley	1,874
Taylor Majewski	6,249
Ben Congleton	6,249
Matt Kalmans	12,499
Jared Erundu	16,666
<b>Total</b>	<b>10,000,000</b>

**Exhibit E**

**Bylaws of Buyer**

## **Exhibit F**

### **ACCREDITED INVESTOR QUESTIONNAIRE**

The purpose of this questionnaire is to determine whether you are an “accredited investor” under United States federal and state securities laws and the regulations under those laws with respect to the issuance of Common Stock of Lex, Inc. (the “*Company*”). By signing this questionnaire, you agree that the Company may present this questionnaire to such parties as it deems appropriate to establish the availability of exemptions from registration or qualification requirements under U.S. federal and state securities laws.

#### **INVESTOR INFORMATION**

Full Legal Name of Stockholder: \_\_\_\_\_

Address (including zip code): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

#### **2. ACCREDITED INVESTOR CONFIRMATION**

The undersigned is an “accredited investor” because he, she or it comes within one or more of the following categories (**please check the appropriate box(es) below**):

☐ If you are an individual (not an entity), your individual net worth, or joint net worth with your spouse or spousal equivalent, exceeds \$1,000,000, excluding the value of your primary residence.

☐ If you are an individual (not an entity), you personally have had an individual income in excess of \$200,000 in each of the two (2) most recent calendar years and you reasonably expect an income in excess of \$200,000 in the current calendar year.

☐ If you are an individual (not an entity), your joint income with your spouse or spousal equivalent is in excess of \$300,000 in each of the two (2) most recent calendar years and you reasonably expect a joint income in excess of \$300,000 in the current calendar year.

☐ If you are an individual (not an entity), you hold at least one of the following professional licenses in good standing: a Series 7, Series 65 or Series 82 license.

☐ If you are an individual (not an entity), you are a family client (as defined in Rule 202(a)(11)(G)–1 under the Advisers Act) whose investments are directed by a qualifying family office (defined below).

☐ If you are an entity, you have total assets or investments in excess of \$5,000,000 and have not been formed for the purpose of investing in the Company.

☐ If you are a trust (other than a business trust), with total assets in excess of \$5,000,000 which was not formed for the purpose of investing in the Company and whose decision to invest

has been directed by a person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investment.

☐ If you are an entity, you are a family office (as defined in Rule 202(a)(11)(G)–1 under the Advisers Act) and you were not formed for the specific purpose of acquiring the securities offered, (1) you own investments in excess of \$5 million, and (2) your investment is directed by a person with such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment (a “*qualifying family office*”).

☐ If you are an entity, you are a family client whose investments are directed by a qualifying family office.

☐ If you are an entity, each of your equity owners satisfies one or more of the above criteria (i.e. each owner is an accredited investor).

### 3. **REPRESENTATION AND WARRANTY**

By signing this questionnaire, you represent and warrant that: your answers to the foregoing questions are true and complete to the best of your information and belief, and you will promptly notify the Company of any changes in the information you have provided.

\*\*\*\*\*

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Name: