

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into as of March 15, 2022, by and between Every Media Inc. (“Company”), a Delaware corporation, and Yash Shirish Bagal (“Contractor”).

1. **Services.** Contractor agrees to provide the consulting services described in Exhibit A hereto and such other services as may be mutually agreed to in writing and set forth as a subsequent exhibit to this Agreement (“Services”). Contractor will be fully responsible and liable for performance of the Services, for all acts and omissions of its employees and subcontractors, if any (collectively, “Contractor Personnel”), and for ensuring full compliance of with the terms of this Agreement.

2. **Compensation; Independent Contractor.** In consideration of Services to be performed by Contractor and all rights granted hereunder, the Company agrees to pay Contractor the fees, if any, set forth in Exhibit A, which fees (unless provided otherwise in Exhibit A) shall be invoiced upon acceptance by Company of the Services and deliverables by the Company. Contractor shall be responsible for payment of all federal, state or local taxes due with respect to any and all payments under this Agreement. Contractor is an independent contractor, not an agent, joint venture or partner of the Company. Neither party has the authority to bind the other to any third party, unless otherwise expressly agreed to in a writing signed by both parties.

3. **Ownership.** All deliverables, code, designs, other works of authorship, work product, inventions and ideas created, developed or reduced to practice by or on behalf of Contractor as a result of performing the Services (collectively, the “Work Product”) shall be exclusively owned by Company. The parties agree that the Work Product constitutes “works made for hire” for purposes of the U.S. Copyright Act, and that to the extent the Work Product is not deemed to be “works made for hire” (and for all other purposes), Contractor hereby irrevocably assigns to Company all worldwide right, title and interest in, to and under the Work Product, including, without limitation, all worldwide copyrights, patent rights, trademark and trade dress rights and other proprietary rights therein and all applications or registrations (including continuations thereof) relating thereto. Without limiting the foregoing, Contractor hereby waives and relinquishes any claims of “moral rights” relating to the Work Product. Contractor agrees to execute and deliver any documents and take such further measures as are reasonably requested by Company from time to time to record, perfect and/or enforce Company’s rights in the Work Product. Contractor represents and warrants to Company that (i) the Work Product is original with Contractor; (ii) Contractor has the ability to grant the rights in the Work Product described in this Section 3, including written agreements with any Contractor Personnel containing assignments of rights in Work Product, as applicable, legally sufficient to enable Contractor to grant the rights set forth on behalf of Contractor Personnel; and (iii) the Work Product will not infringe any copyright, trademark, patent or other proprietary right of a third party. Contractor hereby agrees to indemnify, defend and hold harmless the Company, its affiliates and their respective officers, directors, members, employees and agents (collectively, the “Indemnified Parties”) from and against any and all claims, suits, losses, expenses and costs (including reasonable attorneys’ fees) related to any allegation that the Services or Work Product infringe any third party patent, copyright, trademark, trade secret, publicity right or other proprietary right. Contractor agrees that the Work Product shall not include any “open source” elements, as such term is commonly understood in the software development industry, without Company’s prior written consent.

4. **Confidentiality.** Without limiting any prior nondisclosure or confidentiality agreement, Contractor acknowledges and agrees that Contractor has had, has, and/or will have access to certain trade secrets, proprietary and other non-public confidential information of Company (collectively, “Confidential Information”), and hereby agrees not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than as strictly required for the performance of the Services pursuant to this Agreement, except for such disclosure as may be strictly required by law or legal process, provided, however, that in such event Contractor shall notify Company a reasonable time in advance of any anticipated disclosure and shall cooperate with Company’s efforts to obtain a suitable protective order. All such Confidential Information shall remain the exclusive property of Company, and no license is granted or implied with respect to such Confidential Information. Contractor’s foregoing agreement shall survive any termination or expiration of this Agreement and shall continue in full force and effect for a period of five (5) years from

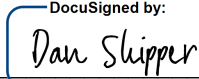
the date of such termination or expiration; provided, however, in the case of Confidential Information that is considered trade secrets, the requirement of non-use and nondisclosure shall survive any termination or expiration of this Agreement without regard to a term limit except as otherwise provided for by law.

5. **Representations and Warranties.** Contractor represents and warrants that: (i) Contractor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Contractor's performing the Services; (ii) in performing the Services, Contractor shall not violate any applicable law, rule or regulation; (iii) all Services shall be performed in a professional, workmanlike manner in accordance with generally accepted industry standards; and (iv) if the deliverables include software or a website, such software or site as delivered to Company will be free of viruses, Trojan horses, worms and all other malware or harmful or destructive code and will not contain any time bombs, back doors, security holes or hidden vulnerabilities or access points that would enable any person to obtain unauthorized access to the software or site or to Company's or its users' systems or data. Contractor hereby indemnifies, defends and holds harmless the Indemnified Parties from and against any and all damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising from or relating to any third-party claim, demand, suit or proceeding based upon any breach of the warranties in this Agreement.

6. **Termination.** Company may terminate this Agreement in whole or in part upon written notice to Contractor. Either party may terminate this Agreement in the event of a material breach not cured within thirty (30) days of written notice of such breach. Sections 2, 3, 4, 5, and 7 shall survive any termination of the Agreement.

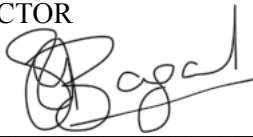
7. **Miscellaneous.** In the event any provision of this Agreement shall be found to be unenforceable under applicable law, the other provisions of this Agreement shall not be affected thereby but shall notwithstanding continue in full force and effect. This Agreement, Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and all prior understandings, whether oral or written, have been merged herein and are superseded hereby. This Agreement may not be modified except in writing signed by both parties hereto. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York (without regard to its principles of conflicts of laws) and Contractor consents and agrees to the exclusive jurisdiction and venue of any federal, state or superior court situated in New York, NY in connection with any suit, action or proceeding arising out of or related in any manner to this Agreement. Contractor may not assign or subcontract this Agreement, in whole or in part, without Company's prior written consent.

EVERY MEDIA INC.

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

Address: 221 Canal St, 5th floor, New York

CONTRACTOR

By: 
Name: Yash Shirish Bagal

Address: Joaquin Costa 56, Valencia, España
46005

Exhibit A

Description of Services; Compensation

Yash Shirish Bagal ("Contractor") will begin performing the Services for Every Media Inc. ("Company") on March 15, 2022. It is anticipated that the project will be completed on or by March 15, 2023.

1. **Services to Be Provided:**

- Consulting: Strategic and business advice for development and growth in the industry.
- Newsletter/blog content strategy and creation
- Podcast and audiovisual content production.
- Creating Growth and Marketing strategies

2. **Compensation.**

Company agrees to pay Consultant \$33.00 (29€) per hour for services provided, with the commitment of the consultant to work between 50 and 100 hours per month, or as otherwise desired by the Company. The method of payment will be made by bank transfer to the consultant's account: ES95 1563 2626 3532 6389 2401

3. **Deliverables.**

Consultant will provide deliverables to Company on an "as needed" basis and as further discussed between the Company and Consultant.