**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (“Agreement”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_, 2024, by and between Every Media Inc. (“Company”), a Delaware corporation, and Lucas Crespo (“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. Subject to approval by the Company’s board of directors (the “Board”), the Company will grant to Contractor an option (the “Option”) to purchase 96,574 shares of Common Stock of the Company (the “Shares”). The Option will be issued pursuant to the Company’s equity compensation plan as may be adopted and amended from time to time (the “Plan”). The Option shall be for your own account and not for further distribution. 15% of the Shares underlying the Option will vest on the Commencement Date (as defined in Exhibit A hereto). Thereafter, the remaining 85% of Shares underlying the Option will vest in 36 substantially equal monthly increments, in each case provided that you have continuously provided service to the Company through the applicable vesting date. The Option shall be on the terms and conditions of the Plan and the option grant agreement, which will be provided to you, and which you will be required to sign in order to receive the Option. The exercise price per Share will be no less than the fair market value per Share on the date the Option is granted, as determined by the Board in good faith compliance with the Plan and applicable law. There is no guarantee that the Internal Revenue Service will agree with this value. You should consult with your own tax advisor concerning the tax risks associated with accepting the Option. Contractor shall be responsible for payment of all federal, state or local taxes due with respect to any and all payments under this Agreement, including but not limited to, the Option or the Shares granted upon exercise of the Option. 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 Delaware (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 Delaware 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.

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| EVERY MEDIA INC.  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: W. Daniel Shipper  Title: Chief Executive Officer  Address: | CONTRACTOR  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Lucas Crespo  Address: |

Exhibit A

Description of Services; Compensation

Lucas Crespo (“Contractor”) will begin performing the Services for Every Media Inc. (“Company”) on \_\_\_\_\_\_\_\_\_\_\_\_ \_\_, 20\_\_\_ (the “Commencement Date”)

1. Services to Be Provided:

* [\_\_\_\_\_\_\_\_\_\_\_\_]
* [\_\_\_\_\_\_\_\_\_\_\_\_]
* [\_\_\_\_\_\_\_\_\_\_\_\_]
* [\_\_\_\_\_\_\_\_\_\_\_\_]

1. Compensation.

* Company agrees to pay Consultant $100,000 per year for services provided, with the commitment of the consultant to work between [\_\_\_] and [\_\_\_] hours per month, or as otherwise desired by the Company.

1. Deliverables.

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