**EVERY MEDIA, INC.**

2020 EQUITY COMPENSATION PLAN

RESTRICTED STOCK GRANT AGREEMENT

This RESTRICTED STOCK GRANT AGREEMENT (this “***Agreement***”), dated as of [***insert date***] (the “***Date of Grant***”), is delivered by Every Media, Inc. (the “***Company***”) to [***insert name***] (the “***Grantee***”).

RECITALS

* 1. The Every Media, Inc. 2020 Equity Compensation Plan (the “***Plan***”) provides for the grant of restricted shares of Common Stock of the Company in accordance with the terms and conditions of the Plan. The Board of Directors of the Company (the “***Board***”) has decided to make a restricted stock grant to the Grantee as an inducement for the Grantee to promote the best interests of the Company and its stockholders.
  2. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan. A copy of the Plan is attached as Exhibit A.
  3. The Board is authorized to appoint a committee to administer the Plan. If a committee is appointed, all references in this Agreement to the “Board” shall be deemed to refer to the committee.

NOW, THEREFORE, the parties to this Agreement, intending to be legally bound hereby, agree as follows:

1. Restricted Stock Grant. Subject to the restrictions, terms and conditions set forth in this Agreement and in the Plan, the Company hereby grants to the Grantee [***insert number of shares***] shares of the Company’s Common Stock, subject to the restrictions set forth below and in the Plan (“***Restricted Stock***”). Shares of Restricted Stock may not be transferred by the Grantee or subjected to any security interest until the shares of Restricted Stock have become vested pursuant to Section 2 of this Agreement and the Plan.
2. Vesting and Nonassignability of Restricted Stock.
3. The shares of Restricted Stock shall become vested, and the restrictions described in Sections 2(c) and 2(d) shall lapse on the following vesting dates (each, a “***Vesting Date***”), if the Grantee continues to be employed by, or provide service to, the Company from the Date of Grant until the applicable Vesting Date:

|  |  |
| --- | --- |
| Vesting Date | Shares Vested |
|  |  |
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1. The vesting of the shares of Restricted Stock under Section 2(a) shall be cumulative, but shall not exceed 100% of the shares of Restricted Stock. If the foregoing schedule would produce fractional shares, the number of shares that vest shall be rounded down to the nearest whole share.
2. If the Grantee ceases to be employed by, or provide service to, the Company for any reason during the vesting period set forth in Section 2(a) before the Restricted Stock is fully vested (the “***Restriction Period***”), the shares of Restricted Stock that are not then vested shall be forfeited and must be immediately returned to the Company.
3. During the Restriction Period, the unvested shares of Restricted Stock may not be assigned, transferred, pledged or otherwise disposed of by the Grantee. Any attempt to assign, transfer, pledge or otherwise dispose of the shares of Restricted Stock contrary to the provisions hereof, and the levy of any execution, attachment or similar process upon the shares of Restricted Stock, shall be null, void and without effect.
4. Issuance of Certificates.
5. Stock certificates representing the shares of Restricted Stock may be issued by the Company and held in escrow by the Company until the Restricted Stock vests, or the Company may hold non‑certificated shares until the Restricted Stock vests. During the Restriction Period, the Grantee shall receive any cash dividends with respect to the shares of Restricted Stock, may vote the shares of Restricted Stock and may participate in any distribution pursuant to a plan of dissolution or complete liquidation of the Company. In the event of a dividend or distribution payable in stock or other property or a reclassification, split up or similar event during the Restriction Period, the shares or other property issued or declared with respect to the non-vested shares of Restricted Stock shall be subject to the same terms and conditions relating to vesting as the unvested shares to which they relate.
6. When the Grantee obtains a vested right to shares of Restricted Stock, a certificate representing the vested shares shall be issued to the Grantee, free of the restrictions under Section 2 of this Agreement.
7. The obligation of the Company to deliver a certificate representing the vested shares of Restricted Stock upon the vesting of the shares of Restricted Stock shall be subject to all applicable laws, rules, and regulations and such approvals by governmental agencies as may be deemed appropriate by the Board, including such actions as Company counsel shall deem necessary or appropriate to comply with any relevant laws and regulations. The Company may require that the Grantee represent that the Grantee is holding the vested Units for the Grantee’s own account and not with a view to or for sale in connection with any distribution of the Units, or such other representation as the Board deems appropriate.
8. Change of Control. The provisions of the Plan applicable to a Change of Control shall apply to the Restricted Stock, and, in the event of a Change of Control, the Board may take such actions as it deems appropriate pursuant to the Plan.
9. Right of First Refusal; Repurchase Right; Stockholder’s Agreements. As a condition of receiving this grant, the Grantee hereby agrees that (a) after the restrictions described in Section 2 of this Agreement lapse with respect to all or part of the shares, the shares that are no longer subject to such restrictions shall be subject to a right of first refusal and repurchase right as described in the Plan, and (b) the Board may require that the Grantee execute a voting agreement, right of first refusal and co-sale agreement, or any other agreement among the stockholders of the Company, each in such form as the Board determines, with respect to the shares issued under the Plan.
10. Grant Subject to Plan Provisions. This grant is made pursuant to the Plan, the terms of which are incorporated herein by reference, and in all respects shall be interpreted in accordance with the Plan. This grant is subject to the provisions of the Plan and to interpretations, regulations and determinations concerning the Plan established from time to time by the Board in accordance with the provisions of the Plan, including, but not limited to, provisions pertaining to (a) rights and obligations with respect to withholding taxes, (b) the registration, qualification or listing of the shares, (c) changes in capitalization of the Company, and (d) other requirements of applicable law. The Board shall have the authority to interpret and construe the grant pursuant to the terms of the Plan, and its decisions shall be conclusive as to any questions arising hereunder.
11. Withholding. The Grantee shall be required to pay to the Company, or make other arrangements satisfactory to the Company to provide for the payment of, any federal, state, local or other taxes that the Company is required to withhold with respect to the grant or vesting of the shares of Restricted Stock. Subject to Board approval, the Grantee may elect to satisfy any tax withholding obligation of the Company with respect to the shares of Restricted Stock by having the Company withhold a number of shares of Restricted Stock having a Fair Market Value up to an amount that does not exceed the minimum applicable withholding taxes for federal (including FICA), state, local and other tax liabilities.
12. Other Restrictions on Sale or Transfer of Shares.
13. The Grantee is acquiring the shares underlying this grant solely for investment purposes, with no present intention of distributing or reselling any of the shares or any interest therein. The Grantee acknowledges that the shares have not been registered under the Securities Act of 1933, as amended (the “***Securities Act***”).
14. The Grantee is aware of the applicable limitations under the Securities Act and under the Plan relating to a subsequent sale, transfer, pledge or other assignment or encumbrance of the shares. The Grantee further acknowledges that the shares must be held indefinitely unless they are subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available.
15. The Grantee will not sell, transfer, pledge, donate, assign, mortgage, hypothecate or otherwise encumber the shares underlying this grant unless the shares are vested and registered under the Securities Act or the Company is given an opinion of counsel reasonably acceptable to the Company that such registration is not required under the Securities Act.
16. The Grantee realizes that there is no public market for the shares underlying this grant, that no market may ever develop for them, and that they have not been approved or disapproved by the Securities and Exchange Commission or any governmental agency.
17. Tax Consequences. The Grantee has reviewed with the Grantee’s own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. The Grantee is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Grantee understands that the Grantee (and not the Company) shall be responsible for the Grantee’s own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement. The Grantee understands that section 83 of the Code taxes as ordinary income the difference between the amount paid for the shares underlying the Restricted Stock and the Fair Market Value of the such shares as of the date any restrictions on the shares lapse pursuant to Section 2 of this Agreement. The Grantee understands that the Grantee may elect to be taxed at the time the shares of Restricted Stock are granted rather than when and as the Restriction Period expires by filing an election under section 83(b) of the Code with the Internal Revenue Service within 30 days from the Date of Grant. The form for making this election is attached as Exhibit B hereto.

THE GRANTEE ACKNOWLEDGES THAT IT IS THE GRANTEE’S SOLE RESPONSIBILITY AND NOT THE COMPANY’S TO TIMELY FILE THE ELECTION UNDER SECTION 83(b), EVEN IF THE GRANTEE REQUESTS THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON THE GRANTEE’S BEHALF.

1. No Employment or Other Rights; Release and Waiver.

This grant shall not confer upon the Grantee any right to be retained by or in the employ or service of the Company and shall not interfere in any way with the right of the Company to terminate the Grantee’s employment or service at any time. The right of the Company to terminate at will the Grantee’s employment or service at any time for any reason is specifically reserved.

As a condition to this Agreement and in consideration of the terms set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, with effect from the Date of Grant, the Grantee hereby fully and finally releases and discharges the Company, its parent, subsidiary and affiliated companies, and all of their past and present officers, directors, employees, agents and assigns from any and all manner of claims, causes of action, promises, debts, sums of money, judgments, demands, liabilities, damages, obligations, in law or in equity, directly or indirectly, of any kind, whether known or unknown, foreseen or unforeseen, fixed or contingent, of any nature whatsoever that the Grantee may have, has ever had, may hereafter have, or ever claimed to have, by reason of any act, omission, matter, provision, cause or thing whatsoever from the beginning of time to the Date of Grant in connection with any other oral or written agreement that relates to equity grants or equity purchases or options to purchase equity in the Company. Grantee specifically agrees and acknowledges that Grantee does not have, and the Company does not owe, any equity interests in the Company other than pursuant to this Agreement.

1. Assignment. Except as the Board may otherwise permit pursuant to the Plan, the rights and interests of the Grantee under this Agreement may not be sold, assigned, encumbered or otherwise transferred except, in the event of the death of the Grantee, by will or by the laws of descent and distribution. In the event of any attempt by the Grantee to alienate, assign, pledge, hypothecate, or otherwise dispose of the Shares, except as provided for in this Agreement, or in the event of the levy or any attachment, execution or similar process upon the rights or interests hereby conferred, the Company may terminate this Agreement by notice to the Grantee, and the grant and all rights hereunder shall thereupon become null and void. The rights and protections of the Company hereunder shall extend to any successors or assigns of the Company and to the Company’s parents, subsidiaries, and affiliates. This Agreement may be assigned by the Company without the Grantee’s consent.
2. Waiver of Statutory Information Rights. Grantee acknowledges and understands that, but for the waiver made herein, Grantee 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, the Company’s stock ledger, a list of its stockholders, and its other books and records, and the books and records of subsidiaries of the Company, if any, under the circumstances and in the manner provided in Section 220 of the General Corporation Law of Delaware (any and all such rights, and any and all such other rights of Grantee as may be provided for in Section 220, the “***Inspection Rights***”). In light of the foregoing, until a Public Offering, Grantee hereby unconditionally and irrevocably waives the Inspection Rights, whether such Inspection Rights would be exercised or pursued directly or indirectly pursuant to Section 220 or otherwise, 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. The foregoing waiver shall not affect any rights of a director, in his or her capacity as such, under Section 220. The foregoing waiver shall not apply to any contractual inspection rights of Grantee under any other written agreement with the Company.
3. Applicable Law. The validity, construction, interpretation and effect of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of laws provisions thereof.
4. Notice. Any notice to the Company provided for in this Agreement shall be addressed to the Company to the attention of the President at the Company’s corporate headquarters, and any notice to the Grantee shall be addressed to such Grantee at the current address shown on the payroll of the Company, or to such other address as the Grantee may designate to the Company in writing. Any notice shall be delivered by hand, sent by telecopy or enclosed in a properly sealed envelope addressed as stated above, registered and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

***[Signature Page Follows]***

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to execute this Agreement, and the Grantee has executed this Agreement, effective as of the Date of Grant.

EVERY MEDIA, INC.

By:

Name:

Title:

I hereby accept the grant of Restricted Stock described in this Agreement. I have read the Plan, and I agree to be bound by the terms of the Plan and this Agreement. I further agree that all the decisions and determinations of the Board shall be final and binding.

Grantee

**Exhibit A**

Every Media, Inc. 2020 Equity Compensation Plan

(*See attached.)*

\_\_\_\_\_\_, 20\_\_

**Via Certified Mail**

Internal Revenue Service Center

**[Insert location where tax return is filed]**

***Re: Filing of 83(b) Election***

To Whom It May Concern:

Enclosed for filing as of \_\_\_\_\_\_ \_\_\_, 20\_\_ (the postmark of this package) is an 83(b) election for taxpayer \_\_\_\_\_\_\_\_\_\_\_, social security number \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Kindly (i) accept the 83(b) election for filing effective today, (ii) date stamp the enclosed copies of this letter and of the 83(b) election as evidence of such filing, and (iii) return the dated stamped copies of the letter and of the 83(b) election to me in the enclosed self-addressed stamped envelope. Thank you.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Enclosure

**Exhibit B**

**Section 83(b) Election Form**

(*see attached*)

**Section 83(b) Election Form**

This election is being made under section 83(b) of the Internal Revenue Code of 1986, as amended, pursuant to Treasury Regulation Section 1.83-2.

(1)

|  |  |
| --- | --- |
| Name of taxpayer making election: |  |
| Address: |  |
| Social Security Number: |  |
| Tax Year for which election is being made: |  |

(2) The property with respect to which the election is being made: \_\_\_\_\_\_\_\_ shares of Common Stock of Every Media, Inc. (“Shares”).

(3) Date the property was transferred: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_.

(4) Forfeiture provision: The Shares are subject to forfeiture to, or repurchase by, the Company if the taxpayer ceases to provide service to Every Media, Inc. (the “Company”) during the restriction period. The restriction period lapses according to the following schedule, provided that the taxpayer is employed by, or providing services to, the Company on the applicable vesting date:

|  |  |
| --- | --- |
| Vesting Date | Shares Vested |
|  |  |
|  |  |
|  |  |

(5) The fair market value at the time of the transfer of the Shares (determined without regard to any restriction other than a restriction that by its terms will never lapse) is $\_\_\_\_\_ per Share.

(6) The amount paid for the Shares is $\_\_\_\_\_ per Share.

A copy of this statement of this election has been furnished to the Company.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taxpayer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_, 20\_\_.

Dated

**INSTRUCTIONS FOR FILING SECTION 83(B) ELECTION**

Attached is a form of election under section 83(b) of the Internal Revenue Code of 1986, as amended. If you wish to make such an election, you should complete, sign and date the election and then proceed as follows:

1. Execute three counterparts of your completed election (plus one extra counterpart for each person other than you, if any who receives property that is the subject of your election), retaining at least one photocopy for your records.

2. Send one counterpart to the Internal Revenue Service Center with which you will file your federal income tax return for the current year via certified mail, return receipt requested.

**THE ELECTION SHOULD BE SENT IMMEDIATELY, AS YOU ONLY HAVE 30 DAYS FROM THE ISSUANCE, PURCHASE OR GRANT DATE WITHIN WHICH TO MAKE THE ELECTION – NO WAIVERS, LATE FILINGS OR EXTENSIONS ARE PERMITTED.**

3. Deliver one counterpart of the completed election to the Company for its files.

4. If anyone other than you (e.g., one of your family members) will receive property that is the subject of your election, deliver one counterpart of the completed election to each such person.

5. Attach one counterpart of the completed election to your federal income tax return for this year when you file that return next year.