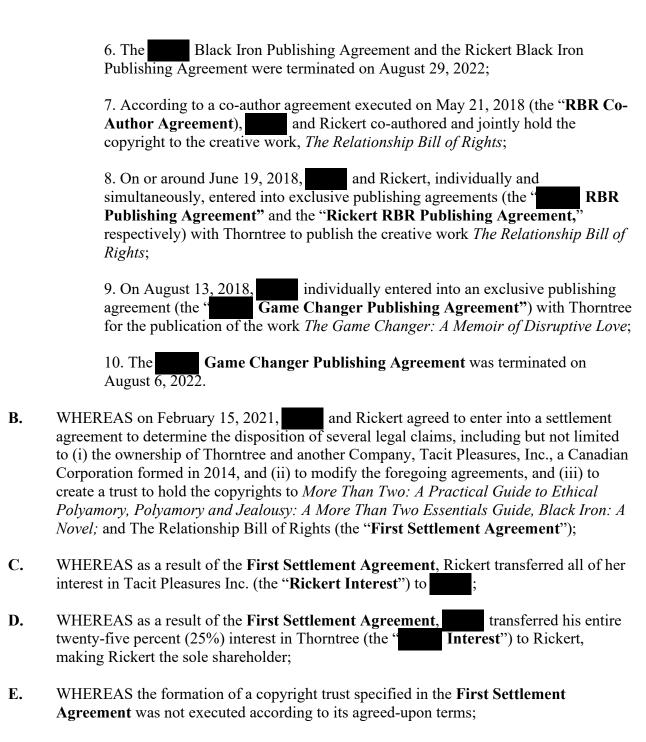
## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 12th day of January 2023 (the "Effective Date"), by and between an individual, any affiliates of any companies in which was a majority stake ("Effective Date"), and, jointly, Eve Rickert, and individual, any affiliates of Rickert, and any companies in which Rickert owns a majority stake ("Rickert"), Thorntree Press, LLC, an Oregon Limited Liability Entity ("Thorntree Press"), and Talk Science to Me Communications Inc., dba Thornapple Press ("Thornapple Press"). Together, Rickert, Thorntree Press, Thornapple Press, and shall be considered the "Parties," and individually each a "Party."							
	RECITALS						
<b>A.</b>	WHEREAS and Rickert co-wrote several creative works together according to a co-author agreement executed on May 9, 2013, later amended by a co-author agreement dated May 21, 2018 (together, the original agreement and the amendment are the "MTT Co-Author Agreement") whereby they jointly hold the copyright to the creative work <i>More than Two</i> , later renamed <i>More Than Two: A Practical Guide to Ethical Polyamory</i> ;						
	1. On or around June 19, 2018, and with an effective date of January 1, 2018, and Rickert, individually and simultaneously, entered into exclusive publishing agreements (the "MTT Publishing Agreement" and the "Rickert MTT Publishing Agreement," respectively) with Thorntree to publish More than Two: A Practical Guide to Ethical Polyamory;						
	2. According to a co-author agreement executed on May 21, 2018 (the "P&J Co-Author Agreement), and Rickert co-authored and jointly hold the copyright to the creative work <i>Polyamory and Jealousy: A More Than Two Essentials Guide</i> ;						
	3. On or around June 18, 2018, and with an effective date of January 16, 2016, and Rickert, individually and simultaneously, entered into exclusive publishing agreements (the "P&J Publishing Agreement" and the "Rickert P&J Publishing Agreement," respectively) with Thorntree to publish Polyamory and Jealousy: A More Than Two Essentials Guide;						
	4. According to a co-author agreement executed on May 21, 2018 (the "Black Iron Co-Author Agreement"), and Rickert co-authored and jointly hold the copyright to the novel, <i>Black Iron: A Novel</i> ;						
	5. On August 13, 2018, and Rickert, individually and simultaneously, entered into exclusive publishing agreements (the "Black Iron Publishing Agreement," respectively) with Thorntree;						



- F. WHEREAS Rickert filed a lawsuit in Multnomah Circuit Court under case number 22CV09374, and filed a counterclaim against Rickert and third-party claim against Thorntree and the lawsuit was later dismissed without prejudice on October 24, 2022;
- G. WHEREAS in order to resolve the ownership of and publication rights to the foregoing works and to completely sever any remaining relationship, ownership, or shared rights between the Parties, and resolve all the claims, counterclaims and third-party claims

included in the Multnomah Circuit Court case number 22CV09374, the Parties now enter into this **Agreement**.

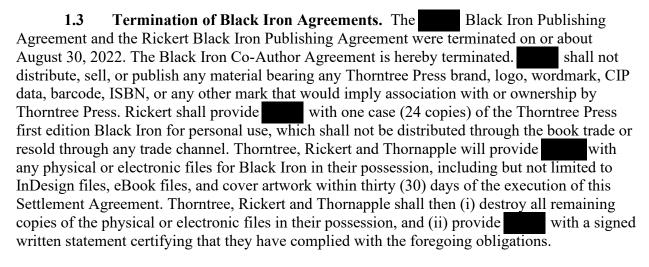
## **AGREEMENT**

Now, therefore, in consideration of the mutual promises and covenants contained in this **Agreement**, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

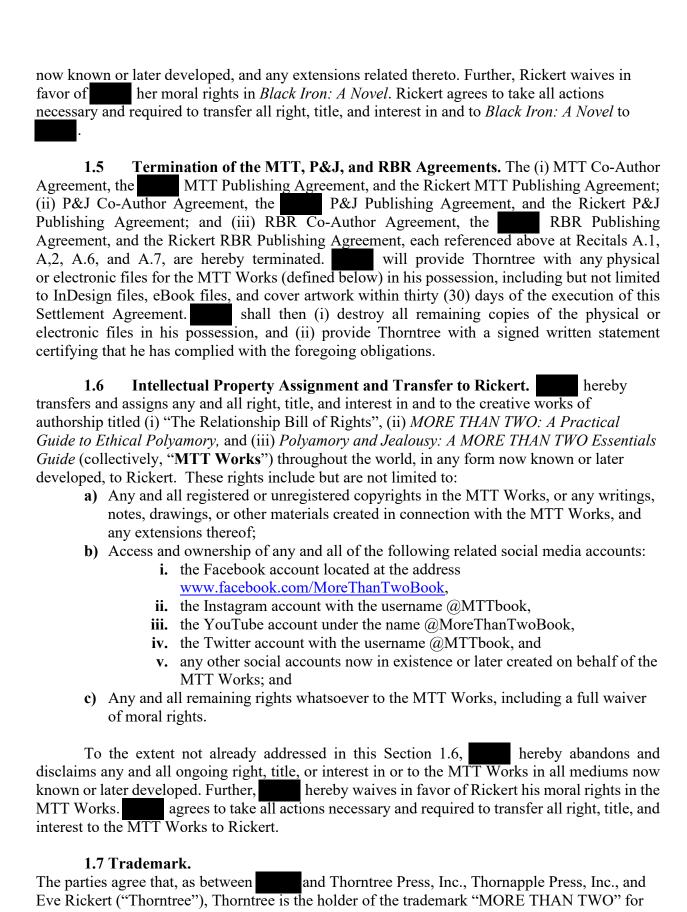
1	Cash Pa	vment:	Assignn	ients, an	d Mo	dificatio	ns

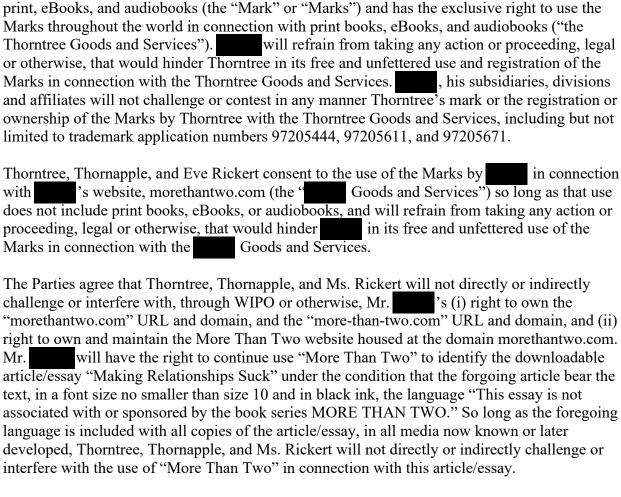
- 1.1 Cash Payment. Rickert will pay the sum of US \$89,000.00 (Eighty-Nine Thousand US Dollars and 00/100). Payment will be made by a cashier's check, ACH payment, or wire transfer made out to The DuBoff Law Group PC Trust Account. The tax identification number is 90-1036734. The payment shall be made within sixty-five (65) days of the execution of this Agreement.
- **1.2 Modification of The First Settlement Agreement.** In order to effectuate the intent of the Parties, the First Settlement Agreement, attached hereto as Exhibit A, is effectively modified as follows:
  - a) Paragraphs 3(i) and (ii) are stricken;
  - b) Paragraph 4 is stricken in its entirety;
  - c) Paragraph 17 is stricken in its entirety; and
  - d) All other terms of the First Settlement remain effective and enforceable.

In the event of any direct conflict between the provisions of this Agreement and any provision of the First Settlement Agreement, the terms and provisions of this Agreement shall govern and control.



1.4 Intellectual Property Assignment and Transfer to Rickert hereby transfers and assigns any and all right, title, and interest in and to the creative work of authorship *Black Iron: A Novel* and its universe throughout the world, including but not limited to copyrights, trademark rights, or any other rights in and to the work to , in any medium





The parties acknowledge and agree that with the limitations on use set forth herein, and in view of the differences between the parties' respective goods and channels of trade, confusion between the parties' respective goods, services and business is unlikely. The parties further acknowledge and agree that if either party receives a direct inquiry related to the goods and/or services of the other authorized hereunder, the party receiving such inquiry will use its best reasonable efforts to direct that inquiry to the appropriate party and both parties will take reasonable mutually acceptable steps to prevent further instances of misdirected inquiries or confusion.

- **1.8** The Relationship Bill of Rights. The Parties agree to release The Relationship Bill of Rights into the public domain.
- 1.9 Additional Content belongs to authors. The Parties agree that any independently written content not falling under Pars. 1.3 through 1.8 shall be the sole property of the author of the work, and no Party shall challenge the author's ownership thereof.
- **1.10 Further Assurances.** From time to time, at the request of another Party and without further consideration, each Party will execute and deliver to the other such documents and take such other action as may be reasonably requested in order to consummate more effectively the

transactions contemplated hereby, including but not limited to copyright assignments, trademark assignments, proof of coexistence agreements or any other reasonably sought documentation.

1.11 No disparagement in MORE THAN TWO. The parties will not defame, disparage, or otherwise impugn the reputation of any other party in any MTT work, the website morethantwo.com, or as part of any other property bearing the name "More Than Two." "Disparage," as used in this Agreement, means to make any statement, written or oral, that casts another party in a negative light of any kind, or implies or attributes any negative quality to any party, including, but not limited to, any statements that disparage another party's character, integrity, credibility, competence, or skills. Critique or analysis of any party's published writings or of any general ideas or practices in polyamory shall not be a violation of this clause.

## 2. Mutual Removals.

**Removal of Comments by Rickert.** Rickert will remove all comments, remarks, posts and the like ("Comments") made on or after March 15, 2018, through the Effective Date of this **Agreement**, about , whether or not by name, by Rickert or by any third party on any website or social media site (or a group or page on such site, regardless of whether made to a restricted audience) where the site or content was owned or controlled by Rickert on or after September 13, 2022, including but not limited to Comments listed in Appendix A. Rickert will request removal of all Comments made on or after March 15, 2018, through the Effective Date of this Agreement, about by Rickert on any website or social media site (or a group or page on such site, regardless of whether made to a restricted audience) where the site or content was not owned or controlled by Rickert on or after September 13, 2022. Rickert will use DMCA takedown requests or other formal mechanisms to request removal of Comments to which Rickert holds copyright on sites Rickert does not directly control, such as the Wayback Machine and other similar internet archives or mirrors. Rickert shall not be liable for the non-removal of any Comments by the owner or holder of content not within Rickert's ownership or control, and such non-removal will not be a breach of this Agreement.

2.2 Removal of Comments by will remove all Comments made on or after March 15, 2018, through the Effective Date of this Agreement, about Rickert, whether or or by any third party on a website or social media site (or a group or page not by name, by on such site) where the site or content was owned or controlled by will request removal all Comments made on or after March 15, 2018, through the Effective Date of this Agreement, about Rickert by on any website or social media site (or a group or page on such site) where the site or content was not owned or controlled by or after September 13, 2022, including but not limited to Comments listed in Appendix B. will use DMCA takedown requests or other formal mechanisms to request removal of Comments to which holds copyright on sites does not directly control, including the Wayback Machine and other similar internet archives or mirrors. shall not be liable for the nonremoval of any Comments by the owner or holder of content not within 's ownership or control, and such non-removal will not be a breach of this agreement.

2.3 Removal of names. and Rickert will each remove each and every mention of each other's name, no matter when posted, from any website or page controlled by

Rickert, and from any social media content controlled by or Rickert. This includes links, URLs, hashtags, metadata, image names, or any other location, but does not include direct citation or advertisement of one of the Works.

2.4 Removal of images. and Rickert will each remove each and every photograph of the other party, no matter when posted, from any website or page controlled by or Rickert, and from any social media content controlled by or Rickert, and will use DMCA takedown requests or other formal mechanisms to request removal of photographs to which the Party holds copyright on sites the Party does not directly control.

## Mutual Release.

- **Release.** Each Party, on behalf of themselves and, as applicable, their agents, employees, representatives, directors, officers, assigns, stockholders, members, partners, and parent, affiliate, and subsidiary entities (including entities under common ownership or control), hereby releases, cancels, acquits and discharges the other Party hereto, from any and all claims, rights, demands, damages, debts, liabilities, controversies or causes of action, known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, fixed or contingent, of any nature whatsoever including but not limited to(i) Rickert Interest, and the MTT Publishing Agreement, the Rickert MTT Publishing Interest; (ii) the Agreement, the P&J Publishing Agreement, the Rickert P&J Publishing Agreement, the Black Iron Publishing Agreement, the Rickert Black Iron Publishing Agreement, the RBR Publishing Agreement, the Rickert RBR Publishing Agreement, which shall be terminated by the execution of this Agreement; (iii) the MTT Co-Author Agreement, the P&J Co-Author Agreement, the Black Iron Co-Author Agreement, the RBR Co-Author Agreement; and (iv) the Game Changer Publication Agreement; (v) the First Settlement; (vi) the Mutual Removals; and (vii) any other subjects addressed under this Agreement.
- 3.2 Complete Settlement. The Parties acknowledge that they may discover facts in addition to or different from those they now know and/or believe to be true with respect to the subject matter of this Agreement. In furtherance of such intention, the Parties hereby acknowledge that the release herein given will be and remain in effect as a full and complete general release of claims.
- 3.3 Voluntary Acceptance. The Parties hereto declare and represent that they fully understand the terms of this Agreement and voluntarily accept any and all terms of this Agreement.
- 4. Legal Fees. Each party will be responsible for the payment of their own attorneys' fees, expenses, and costs arising from the disputes giving rise to this Agreement up to the Effective Date hereof.
- 5. Time Is of the Essence. Time is of the essence with regard to the obligations under this Agreement.

- **6. No Admission of Liability.** This Agreement has been entered into for the purpose of compromising disputed claims. This **Agreement** and payments made pursuant to it do not constitute an admission of liability or responsibility on the part of any Party.
- 7. **Binding Agreement.** The terms and conditions of this **Agreement** will be binding upon and inure to the benefit of the Parties.
- 8. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 9. Merger/Modification. This Agreement constitutes the entire agreement between the Parties relating to the subject matter herein. This Agreement supersedes all other prior agreements, understandings, and proposals (whether written or oral) in respect to the matters specified. No alteration, modification, amendment, addition, deletion or change to this Agreement will be effective or binding unless and until such alterations, modifications, amendments, additions, deletions, or changes are properly executed in writing by all Parties.
- 10. Headings. All headings used in this **Agreement** are for reference purposes only and do not limit or affect, in any way, the meaning or interpretation of any of the terms and provisions of this **Agreement**.
- 11. Waiver. No waiver by any Party of any breach or default hereunder will be deemed a waiver of any repetition of such breach or default or in any way affect any of the other terms and conditions hereof.
- 12. Severability. If any provision of this Agreement is declared to be invalid, unenforceable or void, such decision will not invalidate or void the remainder of this Agreement, and the part(s) of this Agreement so held to be invalid, unenforceable or void will be deemed stricken, and the Agreement will be reformed to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision. The remainder of this Agreement will have the same force and effect as if such part or parts had never been included.
- **13. Effective Date.** This **Agreement** is effective as of the date all Parties hereto have executed this Agreement.
- 14. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Agreement.
- 15. Legal Representation. The Parties have each had the opportunity to confer with counsel regarding the Agreement. Each Party's counsel has had the opportunity to participate and cooperate in the drafting of this Agreement. It is, therefore, expressly agreed by the Parties that the rule of construction that a document should be more strictly interpreted against the person who drafted it will not apply to any provision.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties or their duly authorized representatives have executed this Agreement as of the Effective Date.

DocuSigned by:	Dated: January 12, 2023
Eve Rickert	Dated: January 12, 2023
Thorntree Press, LLC	
By: Eve Rickert Title: Sole Member and Manager	Dated: January 12, 2023
Talk Science to Me Communications Inc., dba Thornapple Press	
By: Eve Rickert Title: Principal	Dated: January 12, 2023
REVIEWED AND APPROVED AS TO FORM	
Lonard Duboff	Tania Manners
By: Leonard D. DuBoff	By: Tania Manners
Law Firm: The DuBoff Law Group  1/13/2023	Law Firm: Larkins Vacura Kayser  Date: 1/13/2023

**IN WITNESS WHEREOF**, the Parties or their duly authorized representatives have executed this Agreement as of the Effective Date.

	Dated: January 12, 2023
Eve Rickert Eve Rickert	Dated: January 12, 2023
Thorntree Press, LLC  Eve Rickert  By: Eve Rickert  Title: Sole Member and Manager	Dated: January 12, 2023
Talk Science to Me Communications Inc., dba Thornapple Press  Eve Rickert  By: Eve Rickert  Title: Principal  REVIEWED AND APPROVED AS TO FORM	Dated: January 12, 2023
By: Leonard D. DuBoff	By: Tania Manners
Law Firm: The DuBoff Law Group	Law Firm: Larkins Vacura Kayser
Date:	Date: