

INTERNSHIP AGREEMENT

This INTERNSHIP AGREEMENT (the “*Agreement*”) dated and effective January 22, 2025, is made and entered into between D Magazine Partners, LP (and any direct or indirect subsidiaries, parents, affiliates or related companies, which are collectively referred to in this Agreement as “*Company*”), and **Intern** (collectively the “Parties”).

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Internship.

- (a) Participation in Internship Program. Company hereby accepts Intern as a participant in Company’s internship program (the “*Internship*”) and Intern hereby accepts participation in the Internship upon the terms and conditions set forth herein. Intern’s participation in the Internship is on an at-will basis, meaning that either Intern or Company may terminate Intern’s participation in the Internship at any time for any reason not expressly prohibited by law with or without notice. Further, Company may eliminate its internship program or eliminate certain internship positions within its internship program at any time for any reason not expressly prohibited by law without notice.
- (b) Nature of Relationship Between Parties. Intern is not an employee of Company. Intern is a trainee under the supervision of Company, and Intern’s participation in the Internship is for Intern’s own benefit. Except as otherwise specifically agreed to by Company in writing, Intern will have no authority or power to bind Company with respect to third parties and Intern shall not represent to third parties that Intern has authority or power to bind Company or that Intern is employed with Company. It is not the intention of the Parties to this Agreement or the Internship to create, by virtue of this Agreement, any employment relationship, trust, partnership, or joint venture between Intern and Company.
- (c) Duties. Intern will not replace or displace any employee of the Company or be responsible for any employee’s job duties or responsibilities. Intern will perform various duties related to the business of Company, and such duties may change during Intern’s participation in the Internship.
- (d) Unpaid Internship. Intern and Company agree that Intern is not entitled to any compensation or wages for the duties and/or services performed during the course of Intern’s participation in the Internship. Intern will receive reimbursement for office related mileage and parking. Parking is allotted \$20/day 3 days a week for 12 weeks.

- (e) Consideration/College Credit. Intern acknowledges that, if available, Intern is receiving college credit for the training and duties performed in the course of the Internship. If Intern quits or is dismissed from the Internship prior to the end of the contracted dates, Company is not obligated to give college credit. Regardless of whether Intern receives college credit for participation in the Internship, Intern acknowledges that Intern gains an understanding of the publishing industry and other beneficial educational knowledge related to the publishing industry as a result of Intern's participation in the Internship.
2. No Expectation of Employment. Intern and Company agree that there is no expectation that Intern will be made an offer of employment at the conclusion of Intern's participation in the Internship. Further, Intern and Company agree that Intern is not entitled to employment with Company at the conclusion of Intern's participation in the Internship.
3. Company Policies. The Internship is conditioned on Interns agreement to comply with all Company policies and procedures.
4. Confidentiality. Intern recognizes and acknowledges that, as part of the Internship, Intern will have access to confidential and proprietary information regarding Company and its customers, which may include information about stories, ideas, marketing, and/or other non-public information ("**Confidential Information**"). Intern agrees that, during the term of the Internship and continuing thereafter, Intern will not divulge or disclose any Confidential Information to any person, firm or other entity or make use of any Confidential Information, except (a) as authorized by Company or (b) as required by law or judicial or administrative process. Intern hereby agrees that the Confidential Information will be used solely for the purpose of performing Intern's duties for Company, and that such material will be kept confidential at all times.

Nothing in this Agreement is intended to interfere with Intern's right to report possible violations of federal, state or local law or regulation to any governmental or law enforcement agency or entity, or to make other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. Intern is hereby notified in accordance with the Defend Trade Secrets Act of 2016 that Intern will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

5. **Intellectual Property Assignment.** Intern agrees that any invention, development or know-how which shall be conceived, developed or reduced to practice by Intern during the Internship relating to the business of the Company or the use of any of its technologies, facilities or Confidential Information, notwithstanding that it is perfected or reduced to specific form at any time thereafter provided that its conception arose during the Internship, including all rights therein and in any patent or other form of intellectual property or legal protection with respect thereto, shall become the sole property of the Company, without need for any specific action or notice or any consideration to Intern other than as provided for by this Agreement. Intern shall cooperate with the Company and assist it in obtaining any patent or other form of legal protection for such inventions or know-how for no additional compensation (other than the coverage of Intern's reasonable out of pocket expenses).
6. **Release of Liability.** As consideration for participating in the Internship and the beneficial knowledge and/or college credit received for such participation, Intern hereby releases, holds harmless, and forever discharges Company from all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, property damage, or personal injury, including death, that may be sustained by Intern as a result of participation in the Internship.
7. **Enforcement and Severability.** This Agreement shall be governed under the laws of the State of Texas. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws during the term of this Agreement, such provisions shall be fully severable, and the remaining provisions of this Agreement shall remain in force and effect and shall not be affected by such illegal, invalid or unenforceable provision.
8. **Entire Agreement.** There are no oral representations, understanding or agreements with Company or any of its officers, directors or representatives covering the same subject matter as this Agreement. This Agreement supersedes all previous statements and/or agreements between Intern and Company and contains the final, complete and exclusive understanding and agreement between the Parties with respect to the subject matter hereof and cannot be amended, modified or supplemented in any respect except by subsequent written agreement entered into by both Parties. Except for the specific representations expressly made by the Company in this Agreement, Intern specifically disclaims that Intern is relying upon or has relied upon on any communications, promises, statements, inducements, or representation(s) that may have been made, oral or written, regarding the subject matter of this Agreement. The Parties represent that they are relying solely and only on their own judgment in entering into this Agreement. Therefore, Intern understands that Intern is precluded from bringing any fraud or similar claim against the Company associated with any such communications, promises, agreements, statements, inducements, understandings, or representations. In addition, Intern acknowledges and agrees that the Company has not made any warranty or representation to Intern with respect to the income tax consequences of this Agreement or any of the transactions contemplated herein, and Intern further represents that Intern is in no manner relying on the Company or any of its' respective directors, managers, officers, employees or authorized representatives (including attorneys, accountants, consultants, bankers, lenders, prospective lenders, or financial representatives) for tax advice or an assessment of such tax consequences.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE INTERNSHIP AGREEMENT, THAT I UNDERSTAND ALL OF ITS TERMS AND THAT I AM ENTERING INTO IT VOLUNTARILY.

COMPANY:

**D Magazine Partners, LP and/or
City Newspapers, LP**

By:

Signature: _____

Printed Name: _____

Title: _____

INTERN DIRECTOR:

Signature: _____

Printed Name: Will Smith