

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **October 13, 2023**

MarketWise, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-39405

(Commission File Number)

87-1767914

(I.R.S. Employer Identification No.)

**1125 N. Charles St.
Baltimore, Maryland 21201**

(Address of principal executive offices, including zip code)

(888) 261-2693

(Registrant's telephone number, including area code)

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act
 Soliciting material pursuant to Rule 14a-12 under the Exchange Act
 Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
 Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, \$0.0001 par value per share	MKTW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On October 18, 2023, MarketWise, Inc. (the “Company”) announced the termination of Marco Ferri as Chief Corporate Development Officer of the Company without cause, effective October 13, 2023.

On October 16, 2023, in connection with the termination of Mr. Ferri’s employment, the Company and Mr. Ferri entered into a letter agreement regarding such termination of employment and the provision of transition services by Mr. Ferri to the Company following such termination (the “Letter Agreement”). Pursuant to the Letter Agreement, Mr. Ferri will be eligible to receive the severance payments and benefits provided for under the MarketWise, Inc. Executive Severance Plan (the “Severance Plan”) in connection with a Qualifying Termination (as defined in the Severance Plan), subject to his execution and non-revocation of a release of claims, and Mr. Ferri will remain eligible to receive any previously earned but not yet paid acquisition transaction bonus payments pursuant to his previous employment agreement with the Company. At a meeting of the Compensation Committee of the Company’s Board of Directors (the “Committee”) on October 18, 2023, the Committee determined that, notwithstanding the terms of the Severance Plan and the Letter Agreement, it was advisable and in the best interests of the Company and its stockholders to make all of the payments due to Mr. Ferri in connection with and following the termination of his employment under the Severance Plan and the Letter Agreement in one lump-sum, as soon as reasonably practicable following (and, in any event, no more than 10 business days following) the expiration of the Revocation Period (as defined in the Letter Agreement).

Additionally, on October 16, 2023, the Company entered into a consulting agreement with Mr. Ferri and Marco Ferri P.A. (the “Consulting Agreement”), pursuant to which Mr. Ferri agreed to provide transition services to the Company as a consultant in order to facilitate the transition of his duties. The Consulting Agreement may be terminated by either party with ten days’ written notice. He will be compensated at the rate of \$500 per hour for such transition services performed.

The foregoing summary descriptions of the Letter Agreement and the Consulting Agreement are qualified in their entirety by reference to the Letter Agreement and the Consulting Agreement, respectively, copies of which are attached as Exhibit 10.1 and 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Letter Agreement, dated October 16, 2023, by and between the Company and Marco Ferri.
10.2	Consulting Agreement, dated October 16, 2023, by and among the Company, Marco Ferri and Marco Ferri, P.A.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MarketWise, Inc.

Date: October 19, 2023

By: /s/ Erik Mickels

Name: Erik Mickels

Title: Chief Financial Officer

MarketWise

October 15, 2023

Marco Ferri
[*]

Re: Termination of Employment; Transition Services

Dear Marco:

This letter agreement (this "Letter Agreement") sets forth the mutual understanding by and between you and MarketWise, Inc. and MarketWise, LLC (collectively with their subsidiaries and affiliates, the "Company") regarding the termination of your employment with the Company and certain transition matters. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the MarketWise, Inc. Executive Severance Plan effective December 16, 2022 (the "Severance Plan").

1. Termination of Employment. The Company has terminated your employment without Cause, effective as of October 13, 2023 (the "Termination Date") and, effective as of the Termination Date, you will resign from all director and officer positions with the Company and any subsidiaries and affiliates thereof.

2. Severance Benefits. The termination of your employment on the Termination Date is a Qualifying Termination under the Severance Plan and constitutes a Separation from Service under Section 409A. Accordingly, subject to your compliance with the terms and conditions set forth in the Severance Plan (including your execution and non-revocation of a Release, a copy of which is attached hereto as Exhibit A, and your continued compliance with applicable restrictive covenants), you will be entitled to receive and the Company shall, except as set forth in this Section 2, pay the Severance Benefits set forth in the Severance Plan in accordance with the terms and provisions of the Severance Plan; provided, that, for the avoidance of doubt, you acknowledge that you will not be eligible to receive the amount of any Company-paid portion of any COBRA premiums during the Benefit Continuation Period as the Company does not pay any portion of your group health plan premiums as of the Termination Date. In addition, You will remain eligible to receive any previously earned but not yet paid acquisition transaction bonus payments pursuant to Your employment agreement with the Company.

3. Transition Services. You and the Company agree that during the period beginning on the Termination Date and ending when terminated by either party upon ten days' written notice (the "Transition Period"), you will provide certain transition services as requested by the Company from time to time, on a non-exclusive basis (the "Transition Services"), and the Company will compensate you at an hourly rate of \$500 for your performance of such Transition Services. You and the Company acknowledge and agree that, during the Transition Period, you shall provide the Transition Services as an independent contractor of the Company pursuant to the terms of a consulting agreement to be entered into by and between you and the Company in substantially the form attached hereto as Exhibit B, you shall not be an agent or employee of the Company, and you shall not be authorized to act on behalf of the Company other than with

respect to transition services as requested by the Company from time to time and as specifically permitted by the Company. Your agreement to provide the Transition Services is a separate agreement and will have no impact on your right to the Severance Benefits. At the end of the Transition Period, you shall return to the Company, in good condition, all property of the Company, including without limitation, computer and communication equipment, keys, access cards and codes, credit and payment cards, and the originals and all copies (whether in hard-copy or electronic form) of any materials which contain, reflect, summarize, describe, analyze or refer or relate to any confidential information of the Company.

4. Further Assurances. In order to effectuate the foregoing, the parties agree to execute any additional documents and to take such further actions as may reasonably be required to effectuate the intent of this Letter Agreement.

5. Entire Agreement. This Letter Agreement (including the exhibits hereto) and the Severance Plan set forth the entire agreement between you and the Company with respect to the terms of your separation from the Company. This Letter Agreement may be amended only by a subsequent writing signed by both parties. You represent that you have signed this Letter Agreement voluntarily.

[signature page follows]

Please indicate your acceptance of the terms and provisions of this Letter Agreement by signing both copies of this Letter Agreement and returning one copy to me. The other copy is for your files. By signing below, you acknowledge and agree that you have carefully read this Letter Agreement and the accompanying Release in their entirety; fully understand and agree to their terms and provisions; and intend and agree that this Letter Agreement is final and legally binding on you and the Company. This Letter Agreement shall be governed and construed under the internal laws of the State of Maryland and may be executed in several counterparts.

Very truly yours,

/s/ Amber Mason

Amber Mason

Chief Executive Officer

Agreed, Acknowledged and Accepted:

/s/ Marco Ferri

Marco Ferri

Date: October 16, 2023

Agreed, Acknowledged and Accepted:

MarketWise, Inc. and MarketWise, LLC

/s/ Amber Mason

Amber Mason, Chief Executive Officer

Date: October 16, 2023

EXHIBIT A

RELEASE

THIS RELEASE (this "Release") is dated October 15, 2023 by Marco Ferri ("Employee") in favor of the Releasees (as defined below).

WHEREAS, as described in the Letter Agreement Re: Termination of Employment; Transition Services (the "Letter Agreement"), by and between Employee and MarketWise, Inc. and MarketWise, LLC (collectively with their subsidiaries and affiliates, the "Company"), dated October 15, 2023, and the MarketWise, Inc. Executive Severance Plan dated December 16, 2022 (the "Severance Plan"), Employee is entitled to receive the Severance Benefits (as defined in the Severance Plan), subject to the terms and conditions of the Severance Plan.

WHEREAS, pursuant to the Severance Plan, Employee is required to execute and not revoke this Release as provided in order to receive the Severance Benefits.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Employee agrees as follows:

1. **Release in Full of All Claims.** In exchange for the Severance Benefits and other good and valuable consideration as provided in accordance with the terms of the Letter Agreement and the Severance Plan, Employee, for himself, his agents, attorneys, heirs, administrators, executors, assigns, and other representatives, and anyone acting or claiming on his or their joint or several behalf, hereby releases, waives, and forever discharges the Company, including its past or present employees, officers, directors, managers, trustees, board members, stockholders, agents, affiliates, parent entity(ies), subsidiaries, successors, assigns, and other representatives, and anyone acting on their joint or several behalf (the "Releasees"), from any and all known and unknown claims, causes of action, demands, damages, costs, expenses, liabilities, or other losses arising on or prior to the date Employee signs this Release, including, but not limited to, those that in any way arise from, grow out of, or are related to Employee's employment with the Company or any of its affiliates and subsidiaries or the termination thereof. By way of example only and without limiting the immediately preceding sentence, Employee agrees that he is releasing, waiving, and discharging any and all claims against the Company and the Releasees under (a) any federal, state, or local employment law or statute, including, but not limited to, Title VII of the Civil Rights Act(s) of 1964 and 1991, Section 1981 of the Civil Rights Act of 1870, the Employee Retirement Income Security Act, the Americans with Disabilities Act (the "ADA"), the Age Discrimination in Employment Act (the "ADEA"), the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Uniformed Services Employment and Reemployment Rights Act, the Florida Equal Pay Law, Fla. Stat. § 448.07, Florida Whistleblower Protection Act, Fla. Stat. §§ 448.0, et seq.; Florida Drug Screening Laws, Fla. Stat. §§ 440.101, et seq., 112.0455, Florida Medical and Other Testing Law, Fla. Stat. 760.40, Florida's Negligent Hiring Law, Fla. Stat. 768.096, Florida Constitution, Fla. Const. art. X, § 24, Florida's Workers' Compensation Retaliation provision, Fla. Stat. § 440.205; Florida's Guns at Work Law, Fla. Stat. 790.251, Florida Jury Duty Law, Fla. Stat. § 40.271, Florida's Testifying in Court Law, Fla. Stat. § 92.57, Florida's Military Service Law, Fla. Stat. § 250.481, Florida's Voting Law, Fla. Stat. § 104.081, or (b) any federal, state or municipal law, statute, ordinance or common law doctrine regarding (i) the existence or breach of oral or written contracts of employment, (ii) negligent or intentional misrepresentations, (iii) promissory estoppel, (iv) interference with contract or employment, (v) defamation or damage to business or personal reputation, (vi) assault and battery, (vii) negligent or intentional infliction of emotional distress, (viii) unlawful discharge in violation of public policy, (ix) discrimination, (x) retaliation, (xi) wrongful discharge, (xii) harassment, (xiii) whistleblowing, (xiv) breach of implied covenant of good faith, or (xv) claims under any of the Releasees' policies or practices.

Notwithstanding the foregoing, Employee does not: (A) give up his right to any benefits to which he is entitled under any retirement plan of the Company that is intended to be qualified under Section 401(a) of the Code, (B) give up his rights, if any, under Part 6 of Subtitle B of Title I of the Employee

Retirement Income Security Act of 1974, as amended (“COBRA”), (C) give up his rights to any monetary award from a government-administered whistleblower award program, such as that offered by the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934, (D) give up his rights to enforce the terms of the Letter Agreement, the Severance Plan and this Release, (E) give up his rights to any claims in respect of his equity interests in the Company and/or (F) release any claims to challenge the validity of this release under the ADEA or any claims that Employee cannot waive by operation of law. Nothing contained herein shall be construed to prohibit Employee from the right to communicate with, file a charge of discrimination, harassment or retaliation with, or participate in any investigation by the Equal Employment Opportunity Commission (the “EEOC”) or any other governmental or administrative agency or participating in investigations by that entity or any other governmental or administrative agency. However, Employee acknowledges that the release he executes herein waives his right to seek or accept individual remedies or monetary damages in any such action or lawsuit arising from such charges or investigations, including, but not limited to, back pay, front pay, or reinstatement. Employee further agrees that if any person, organization, or other entity should bring a claim against the Releasees involving any matter covered by this Release, Employee will not accept any personal relief in any such action, including damages, attorneys’ fees, costs, and all other legal or equitable relief.

Furthermore, nothing in this Agreement shall restrict the Employee from pursuing any claims or engaging in protected conduct that by law cannot be released or waived by the Employee in this Release, including (a) the right to pursue unemployment or workers’ compensation benefits or any other claims that cannot be waived by law; (b) any rights the Employee may have, if any, as a non-supervisory employee under Section 7 of the National Labor Relations Act, such as the right to engage in protected concerted activity, or (c) the right to communicate with, cooperate with, or provide information to, or receive any financial awards from, any federal, state or local government regulator, including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, the U.S. National Labor Relations Board, or the U.S. Department of Justice. Notwithstanding anything herein, the undersigned acknowledges and agrees that, pursuant to 18 USC Section 1833(b), the undersigned 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: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

2. **Assistance to Others.** Employee agrees not to assist or cooperate, in any way, directly or indirectly, with any person, entity or group (other than the EEOC or other governmental or administrative agency) involved in any proceeding, inquiry or investigation of any kind or nature against or involving the Company or any of the Releasees, except as required by law, subpoena or other compulsory process.

Moreover, Employee agrees that to the extent he is compelled to cooperate with such third parties, he shall disclose to the Company in advance that he intends to cooperate and shall disclose the manner in which he intends to cooperate. Further, Employee agrees that within three (3) days after such cooperation, he will meet with representatives of the Company and disclose the information that he provided to the third party, unless he is prohibited from doing so by law or judicial order. This Section is to be broadly construed and is to include conversations, informal comments, confirmations, suggestions or advice of any type to third parties, their counsel or their advisors. Further, if Employee is legally required to appear or participate in any proceeding that involves or is brought against the Company or the Releasees, Employee agrees to disclose to the Company in advance what he plans to say or produce and otherwise cooperate fully with the Company or the Releasees; however, nothing in this Release is intended to require Employee to notify the Company in advance of any communication with or disclose what he plans to say or has said to the EEOC, the Securities and Exchange Commission (SEC) or any other governmental or administrative agency.

3. **No Admission of Wrongful Conduct.** Employee hereby acknowledges and agrees that, by the Company providing the consideration described above and entering into this Release, the Company, including its past or present employees, officers, managers, directors, trustees, board members, stockholders, agents, affiliates, subsidiaries, parent corporations, successors, assigns, or other

representatives, and the Releasees are not admitting any unlawful or otherwise wrongful conduct or liability to Employee or his heirs, executors, administrators, assigns, agents, or other representatives. Employee and the Company further understand and agree that this Release shall not be admissible as evidence in any court or administrative proceeding, except that either party may submit this Release to any appropriate forum in the event of an alleged breach of this Release or a claim by either party concerning the enforceability or interpretation of this Release.

4. **Arbitration and Damages in Case of Breach.** Any and all disputes arising out of or in any way relating to this Release shall be submitted to binding arbitration before a panel mutually agreed to by the parties and conducted in accordance with the Rules of the American Arbitration Association.

Any breach of this Release by Employee or the Company shall entitle the other party to recover (a) any and all amounts paid pursuant to this Release except for Twenty Thousand Dollars (\$20,000.00) of the Severance Benefits, plus (b) any actual damages that the Company or Employee can establish resulted or will result from such breach, upon a showing to a binding arbitration panel mutually agreed to by the parties and conducted in accordance with the Rules of the American Arbitration Association. Except as provided in Section 12.5 of the Severance Plan, the costs of any such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party. This Section shall not apply to any claim filed by Employee with the EEOC, SEC or other governmental or administrative agencies, including an action concerning the enforceability of this Release.

5. **ADEA/Older Workers Benefit Protection Act ("OWBPA") Waiver & Acknowledgment.** Employee understands that the release set forth herein includes a release of any claims he may have under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., against any of the Releasees that may have existed on or prior to the date upon which Employee executes this Release. Employee understands that the ADEA is a federal statute that prohibits discrimination on the basis of age. Employee wishes to waive any and all claims under the ADEA that Employee may have against any of the Releasees as of the date upon which Employee executes this Release, and hereby waives such claims. Employee understands that any claims under the ADEA that may arise after the date this Release is executed by Employee are not waived. Employee acknowledges that he is receiving consideration for the waiver of any and all claims under the ADEA to which he is not already entitled.

Employee, pursuant to and in compliance with the rights afforded him under the OWBPA: (a) is advised to consult with an attorney before executing this Release; (b) has, at his option, at least twenty-one (21) calendar days to consider this Release; (c) may revoke this Release at any time within the seven (7) calendar day period following his execution of this Release (the "Revocation Period"); (d) is advised that this Release shall not become effective or enforceable until the Revocation Period has expired; and (e) is advised that he is not waiving claims that may arise after the date on which he executes this Release. Notwithstanding the fact that Employee has 21 calendar days to consider signing this Agreement, Employee may, in Employee's sole discretion, elect to sign this Agreement prior to the end of the 21-day period. If EMPLOYEE elects to sign this Release prior to the end of the 21-day period, then, by Employee's signature below, Employee represents and warrants that Employee's decision to shorten the 21-day period was done knowingly and voluntarily and was not induced by fraud, misrepresentation, or any threat to withdraw or alter the Severance Benefits provided by the Company.

Employee may revoke this Release by delivering a written notice of revocation to Cynthia Cherry, Chief Human Resources Officer at MarketWise, Inc. 1125 N. Charles St. Baltimore, MD 21201 or by email at [*]. For this revocation to be effective, such written notice must be received by such person, at the address set forth above no later than the close of business on the seventh (7th) calendar day after Employee signs this Release. If this Release is not revoked within the Revocation Period, this Release will become effective and enforceable on the date immediately following the last day of the Revocation Period (the "Effective Date"). Employee understands and acknowledges that if he revokes this Release within the Revocation Period, Employee will not receive any Severance Benefits.

6. **Governing Law.** This Release shall in all respects be interpreted, construed and governed by and in accordance with the internal substantive laws of the State of Maryland.

7. **Severability.** Should any provision of this Release be declared or be determined by any court to be invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said invalid part, term or provision shall be deemed not to be part of this Release. The waiver of a breach of any of the provisions of this Release shall not operate or be construed as a waiver of any other provision of this Release or a waiver or any subsequent breach of the same provision. Notwithstanding the foregoing, if this Release is invalidated, the Letter Agreement is nullified in its entirety and the Company shall have no obligation under the Letter Agreement.

8. **Voluntary Execution.** Employee acknowledges that he is executing this Release voluntarily and of his own free will and that he fully understands and intends to be bound by the terms of this Release. Further, Employee acknowledges that he has received a copy of this Release on October 13, 2023 and has had an opportunity to carefully review this Release with his attorney prior to executing it or warrants that he chooses not to have his attorney review this Release prior to signing. Employee will be responsible for any attorneys' fees incurred in connection with the review of this Release by his attorneys. This Release may be executed in counterparts and by signatures transmitted by fax or email. Employee acknowledges that this Release may not be executed prior Employee's last day of employment, and if Employee executes the Release prior to his last day of employment, it is null and void. The offer to enter into this Release shall remain open for twenty-one (21) calendar days following Employee's last day of employment, after which time it shall be deemed withdrawn without further action or notice by the Company. Employee will not receive any Severance Benefits if this Release is not executed on or prior to the twenty-first (21st) calendar day following his last day of employment.

9. **No Assignment of Claims.** Employee hereby represents and warrants that he has not previously assigned or purported to assign or transfer to any person or entity any of the claims or causes of action herein released.

10. **Successors and Assigns.** This Release shall bind and inure to the benefit of and be enforceable by Employee, the Company and their respective heirs, executors, personal representatives, successors and assigns, except that neither party may assign any rights or delegate any obligations hereunder without the prior written consent of the other party. Employee hereby consents to the assignment by the Company of all of its rights and obligations hereunder to any successor to the Company by merger or consolidation or purchase of all or substantially all of the Company's assets, provided such transferee or successor assumes the liabilities of the Company hereunder.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Employee has executed and delivered this Release on the date set forth below.

Date: October 16, 2023

By: /s/ Marco Ferri

Name: Marco Ferri

[US-DOCS\145636212.3]

October 15, 2023

Marco Ferri, President
[*]

Dear Marco,

This letter agreement (this "**Consulting Agreement**") effective October 14, 2023 ("**Effective Date**") sets forth the terms and conditions whereby Marco Ferri, P.A., a Florida corporation ("MFPA") agree to provide services to MarketWise, Inc. and MarketWise, LLC (collectively with their subsidiaries and affiliates, the "**Company**"). MFPA and Marco Ferri are collectively referred to as "**you**." You and the Company are referred to collectively as the "**Parties**".

1. SERVICES.

1.1 The Company hereby engages MFPA, and MFPA hereby accept such engagement, as an independent contractor to provide certain services to the Company on the terms and conditions set forth in this Consulting Agreement.

1.2 MFPA shall provide to the Company the services set forth in Schedule 1 (the "**Services**").

1.3 The Company does not and shall not control or direct the manner or means by which MFPA performs the Services.

1.4 The Company, at its sole discretion, may provide you with access to its premises, materials, information, and systems to the extent necessary for the performance of the Services. Otherwise, you shall furnish, at your own expense, the materials, equipment, and other resources necessary to perform the Services.

1.5 You shall comply with all rules and procedures communicated to you in writing by the Company.

2. TERM. The term of this Consulting Agreement shall commence on the Effective Date and shall continue until terminated in accordance with Section 9 (the "**Term**"). Any extension of the Term will be subject to mutual written agreement between the Parties.

3. FEES AND EXPENSES.

3.1 As full compensation for the Services and the rights granted to the Company in this Consulting Agreement, the Company shall pay MFPA the fees set forth in Schedule 1 (the "**Fees**"). You acknowledge that MFPA will receive an IRS Form 1099-NEC from the Company, and that MFPA shall be solely responsible for all federal, state, and local taxes, as set out in Section 4.2.

3.2 Company agrees to reimburse MFPA for all actual, documented and reasonable travel and out-of-pocket expenses ("**Expenses**") incurred in connection with the performance of the Services that have been approved in advance in writing by Company; *provided, that* such Expenses conform to Company's standard travel and expense policy.

3.3 MFPA shall issue invoices to Company bi-weekly in arrears for its Fees for the immediately preceding two weeks, together with a detailed breakdown of the Services performed, hours worked and any pre-approved Expenses and substantiation therefore (i.e.

receipts). Company shall send payment for all undisputed Fees and Expenses within ten (10) days after the Company's receipt of an invoice.

4. RELATIONSHIP OF THE PARTIES.

4.1 MFPA is an independent contractor of the Company, and this Consulting Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between you and the Company for any purpose. You have no authority (and shall not hold yourself out as having authority) to bind the Company and you shall not make any agreements or representations on the Company's behalf without the Company's prior written consent.

4.2 Without limiting Section 4.1, during the Consulting Agreement term you will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on your behalf. You shall be responsible for, and shall indemnify the Company against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by MFPA in connection with the performance of the Services shall be its employees or contractors and you shall be fully responsible for them and indemnify the Company against any claims made by or on behalf of any such employee or contractor.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1 All results and proceeds of the Services performed under this Consulting Agreement (collectively, the "**Deliverables**") and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services or other work performed in connection with the Services or this Consulting Agreement (collectively, and including the Deliverables, "**Work Product**"), and all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively "**Intellectual Property Rights**") therein, shall be owned exclusively by the Company. You acknowledge and agree that any and all Work Product that may qualify as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) is hereby deemed "work made for hire" for the Company and all copyrights therein shall automatically and immediately vest in the Company. To the extent that any Work Product does not constitute "work made for hire," you hereby irrevocably assign to the Company and its successors and assigns, for no additional consideration, your entire right, title, and interest in and to such Work Product and all Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof.

5.2 To the extent any copyrights are assigned under this Section, you hereby irrevocably waive in favor of the Company, to the extent permitted by applicable law, any and all claims you may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all Work Product to which the assigned copyrights apply.

5.3 As between you and the Company, the Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to you by the Company ("**Company Materials**"), and all Intellectual Property Rights therein. You have no right or license to reproduce or use any Company Materials except solely during the Term to the extent necessary to perform your obligations under this Consulting Agreement. All other rights in and to the Company Materials are expressly reserved by the Company. You have no right or license to use the Company's trademarks, service marks, trade names, logos,

6. CONFIDENTIALITY.

6.1 You acknowledge that you will have access to information that is treated as confidential and proprietary by the Company including without limitation the existence and terms of this Consulting Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of the Company, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information that you access or develop in connection with the Services, including but not limited to any Work Product, shall be subject to the terms and conditions of this clause. You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify the Company immediately in the event you become aware of any loss or disclosure of any Confidential Information.

6.2 Confidential Information shall not include information that:

(a) is or becomes generally available to the public other than through your breach of this Consulting Agreement; or

(b) is communicated to you by a third party that had no confidentiality obligations with respect to such information.

6.3 Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, or pursuant to a government-administered whistleblower award program, such as that offered by the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934, as amended, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. You agree to provide written notice of any such order to an authorized officer of the Company within three business days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company's sole discretion.

6.4 Notice of Immunity Under the Defend Trade Secrets Act of 2016 ("**DTSA**"). Notwithstanding any other provision of this Consulting Agreement:

(a) You will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

(i) is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or

(ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(b) If you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the Company's trade secrets to your attorney and use the trade secret information in the court proceeding if you:

(i) file any document containing the trade secret under seal; and

(ii) do not disclose the trade secret, except pursuant to court order.

7. REPRESENTATIONS AND WARRANTIES.

7.1 You represent and warrant to the Company that:

(a) you have the right to enter into this Consulting Agreement, to grant the rights granted herein, and to perform fully all of your obligations in this Consulting Agreement;

(b) your entering into this Consulting Agreement with the Company and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;

(c) you have the required skill, experience, and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(d) you shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services;

(e) the Company will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; and

(f) all Work Product is and shall be your original work (except for material in the public domain or provided by the Company) and does not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

7.2 The Company hereby represents and warrants to you that:

(a) it has the full right, power, and authority to enter into this Consulting Agreement and to perform its obligations hereunder; and

(b) the execution of this Consulting Agreement by its representative whose signature is set forth at the end of this Consulting Agreement has been duly authorized by all necessary corporate action.

8. INDEMNIFICATION.

8.1 You shall defend, indemnify, and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible personal property resulting from your acts or omissions; or

(b) your breach of any representation, warranty, or obligation under this Consulting Agreement.

8.2 The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to MFPA.

9. TERMINATION.

9.1 You or the Company may terminate this Consulting Agreement without cause effective upon ten (10) days notice to the other party to this Consulting Agreement. In the event of termination pursuant to this clause, the Company shall pay you on a pro-rata basis for any undisputed Fees that are then due and payable for any Services completed up to and including the date of such termination.

9.2 Upon expiration or termination of this Consulting Agreement for any reason, or at any other time upon the Company's written request, you shall promptly after such expiration or termination:

(a) deliver to the Company all Deliverables (whether complete or incomplete) and all materials, equipment, and other property provided for your use by the Company;

(b) deliver to the Company all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the Confidential Information;

(c) permanently erase all of the Confidential Information from your computer systems; and

(d) certify in writing to the Company that you have complied with the requirements of this clause.

9.3 The terms and conditions of this clause and Section 3.2, Section 5 through Section 15 shall survive the expiration or termination of this Consulting Agreement.

10. OTHER BUSINESS ACTIVITIES. You agree that you are not, and during the Term of this Consulting Agreement shall not be, engaged or employed in any business, trade, profession, or other activity that would create a conflict of interest with the Company. If any such actual or potential conflict arises during the Term of this Consulting Agreement, you shall immediately notify the Company in writing. If the Company determines, in its sole discretion, that the conflict is material, the Company may terminate the Consulting Agreement pursuant to Section 9.1 of this Consulting Agreement.

11. NON-DISPARAGEMENT. During the Term of this Consulting Agreement, and for a period of 12 months following the termination or expiration of this Consulting Agreement, you shall not divulge, disclose, or communicate to others, in any manner whatsoever, information or statements that disparage or are intended to disparage Company, its affiliates, and their respective officers, directors, employees, agents, independent contractors and business reputations. In addition, the Company agrees to instruct its directors and officers not to disclose, or communicate to others, in any manner whatsoever, information or statements that disparage or are intended to disparage you or your affiliates.

12. ASSIGNMENT. You shall not assign any rights or delegate or subcontract any obligations under this Consulting Agreement without the Company's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and obligations under this Consulting Agreement at any time. Subject to the limits on assignment stated above, this Consulting Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

13. ARBITRATION.

13.1 Any dispute, controversy, or claim arising out of or related to this Consulting Agreement or any breach or termination of this Consulting Agreement, including but not limited to the Services you provide to the Company, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, shall be submitted to and decided by binding arbitration. Arbitration shall be administered by JAMS and held in Baltimore City, Maryland before a single arbitrator, in accordance with JAMS's rules, regulations, and requirements. Any arbitral award determination shall be final and binding upon the Parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

13.2 Arbitration shall proceed only on an individual basis. The Parties waive all rights to have their disputes heard or decided by a jury or in a court trial and the right to pursue any class or collective claims against each other in court, arbitration, or any other proceeding. Each party shall only submit their own individual claims against the other and will not seek to represent the interests of any other person. The arbitrator shall have no jurisdiction or authority to compel any class or collective claim, or to consolidate different arbitration proceedings with or join any other party to an arbitration between the Parties. The arbitrator, not any court, shall have exclusive authority to resolve any dispute relating to the enforceability or formation of this Consulting Agreement and the arbitrability of any dispute between the Parties, except for any dispute relating to the enforceability or scope of the class and collective action waiver, which shall be determined by a court of competent jurisdiction.

14. GOVERNING LAW, JURISDICTION, AND VENUE. This Consulting Agreement and all related documents including all schedules attached hereto and all matters arising out of or relating to this Consulting Agreement and the Services provided hereunder, whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply.

15. MISCELLANEOUS.

15.1 You shall not export, directly or indirectly, any technical data acquired from the Company, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

15.2 All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Consulting Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Consulting Agreement, a Notice is effective only if: (a) the receiving party has received the Notice; and (b) the party giving the Notice has complied with the requirements of this Section.

15.3 This Consulting Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Consulting Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Notwithstanding the forgoing, you shall remain subject to the letter agreement Re: Termination of Employment; Transition Services between you and the Company dated October 15, 2023 (including attachments and any agreements incorporated therein, the "**Letter Agreement**") which shall supersede this Consulting Agreement in the event of a conflict.

15.4 This Consulting Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Consulting Agreement or, in the case of waiver, by the party or parties waiving compliance.

15.5 If any term or provision of this Consulting Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Consulting Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15.6 No waiver by any Party of any of the provisions of this Consulting Agreement shall be effective unless explicitly set forth in writing and signed by the applicable waiving Party. Except as otherwise set forth in this Consulting Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Consulting Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.7 You shall not assign, transfer, delegate, or subcontract any of your rights or obligations under this Consulting Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the you of any of your obligations hereunder. Company may assign or transfer any or all of its rights or obligations under this Consulting Agreement without your prior written consent.

15.8 This Consulting Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

If this letter accurately sets forth our understanding, kindly execute the enclosed copy of this letter and return it to the undersigned.

Very truly yours,

MarketWise, LLC

ACCEPTED AND AGREED:

BY: /s/ Amber Mason

Name: Amber Mason

Title: Chief Executive Officer

ACCEPTED AND AGREED:

Marco Ferri, P.A.

/s/ Marco Ferri

Marco Ferri, President

/s/ Marco Ferri

Marco Ferri, Individually

Date: October 16, 2023

SCHEDULE 1

1. Services: Assist in completing any outstanding business development matters and with other tasks as reasonably requested.
2. Payment Schedule: As full compensation for the Services and the rights granted to the Company in the Consulting Agreement, the Company shall pay you Five Hundred Dollars (\$500.00) per hour, without any premium for overtime, weekend, or holiday hours.