

# POWERAMP ONLINE STORE MANAGEMENT AGREEMENT

THIS E-COMMERCE STORE MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of February 11, 2025 (the "Effective Date"), between NuVoodoo Media Services LLC (hereinafter "NuVoodoo") and DEMO (hereinafter "Client").

## 1. Services

Subject to the terms and conditions of this Agreement, during the term of this Agreement, NuVoodoo shall be the Client's exclusive provider to host and operate an Online Store (Store) on behalf of Client containing Merchandise (Merch) as agreed by NuVoodoo and Client. Services performed by Provider shall include:

- a. Website Hosting
- b. Coordination of Product Fulfillment in Store
- c. Reporting
- d. Client Support
- e. End User / Customer Support

Initials:

X

## 2. Fees

Client has selected the "No Upfront" option. With this option, Client agrees to a \$7,500 startup cost to NuVoodoo, which shall be settled via a 50% revenue share between NuVoodoo and the Client, where each Party receives 50% of all collected revenue. After the Startup Cost of \$7,500 is reached, revenue share shall change to 25%, with NuVoodoo receiving 25% of all PowerAMP Revenue, and Client receiving the remaining 75%.

Initials:

X

## 3. Fees & Taxes

- a. Compensation: NuVoodoo shall be compensated in accordance with terms as agreed above.
- b. Taxes: Taxes shall be collected by NuVoodoo from end users of the Store (Customers) and remitted to applicable government agencies.
- c. Fees: The credit card processor will take fees currently at a rate of 2.9% +\$0.30 of each transaction.
- d. Hard Costs: Each item sold has an associated hard cost associated with fulfillment. NuVoodoo shall make the amount of all Hard Costs available to Client upon request.
- e. Revenue Split: The Revenue Split as described in Section 2 shall pertain to all Revenue

remaining after deduction of Fees and Hard Costs.

Initials:

X

## 4. Intellectual Property

Both NuVoodoo and Client will provide Proprietary Intellectual Property (IP) for use as agreed in the Store. Such IP may include but is not limited to Logos, Photographs, Illustrations, Designs, and Copy. All trademarked and copyrighted IP shall remain the exclusive property of the respective Parties regardless of any and all agreed upon use in accordance with this Agreement. Parties each agree to provide a non-exclusive, non-transferable license to their respective Intellectual Property to for the exclusive purposes of creating and marketing the Products in the Store including but not limited to associated purposes as: Use in design and building Store website, Use in social media assets to promote the Store and Platform, Use in digital marketing efforts such as email marketing, the Station Website, and other similar digital marketing efforts. Use in offline marketing materials such as brochures, pamphlets, billboards, and similar materials. For certain Items in the Store, a blend of each Party's respective IP may be used to create new IP that contain elements of both Parties' trademarks and copyrighted designs. Both Parties agree that "Blended IP" shall be used exclusively for the promotion of the Store and Platform, production and fulfillment of Products, and for any other purpose as agreed in the fulfillment of this Agreement. In the event of Termination of this Agreement neither party shall have the right to use such "Blended IP" for any purpose whatsoever.

Initials:

X

## 5. Promotional Obligations

Client agrees to promote the Store via on air announcements at a minimum of once per Daypart Monday through Sunday, 6am to Midnight. Client agrees to link the Store referenced in this Agreement in the Client Website's Primary Navigation, "Hero" area, and other prominent locations subject to the Client's discretion. Subject to the Client previously engaging in applicable digital marketing activities, Client agrees to promote the Online Store a minimum of twice each week on Client's social media channels, and twice per month in the station's email and/or text marketing programs.

Initials:

X

## 6. Term and Termination

Provided this Agreement is honored by the Client for a minimum of one year and all promotional obligations by the Station are met, there shall be no penalty for termination of the agreement for any

reason with a 90 day notice. If the Station wishes to terminate the Agreement for any reason prior to one year from the first full month the Agreement is in place, they agree to compensate NuVoodoo for the remainder of the Startup Fee as agreed in Section 2 up to an amount equal to one half of the agreed upon Fee. If, after one year, the Startup Fee has not been settled and the station's Promotional Obligations as outlined in Section 4 have not been met, the Station agrees to compensate NuVoodoo for whatever remainder of the Startup Fee as agreed in Section 2 remains outstanding.

Initials:

X

## **7. Representations & Warranties**

- a. NuVoodoo Warranties. NuVoodoo represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement.
- b. Client Warranties. Client represents and warrants that (i) Client has the power and authority to enter into and perform its obligations under this Agreement; and (ii) the Client has obtained all consents, permissions and authorizations necessary for NuVoodoo to perform in accordance with this Agreement.

Initials:

X

## **8. Limitations of Liability**

- a. Except as set forth below, NuVoodoo shall not be liable to client (nor to any person claiming rights derived from client's rights) for incidental, indirect, consequential, special, punitive, damages of any kind (including lost revenues or profits, loss of business and loss of data) in any way related to this agreement (including without limitation as a result of any breach of any warranty or other term of this agreement or as a result of negligence or breach of statutory duty or for any cause of action or reason whatsoever), regardless of whether NuVoodoo is liable or allegedly liable, was advised, had other reason to know, or in fact knew of the possibility thereof, and regardless of any failure of essential purpose.
- b. Maximum Liquidated Damages. NuVoodoo's maximum aggregate liability to Client related to or in connection with this agreement -- for breach of contract, negligence or any other conceivable cause of action -- shall be limited to, at most, the total amount invoiced to Client by NuVoodoo under this agreement.
- c. Damages Recoverable. Notwithstanding anything in this Agreement to the contrary, the limitations and disclaimers of liability and remedies set forth in this Agreement shall not apply to, or in any way limit the potential damages recoverable as a result of, any claims by a party against the other party for (i) unauthorized use or disclosure of Confidential Information of a party in breach of Section 6; (ii) infringement and/or misappropriation of such party's intellectual property rights; or (iii) for a claim of indemnification under Section 9.

Initials:

X

## 9. Indemnification

- a. By Client. Client agrees to indemnify, defend, and hold harmless NuVoodoo, its directors, officers, employees and agents, and defend any action brought against same with respect to any liability, to the extent that such liability arises out of Client's breach of its representations and warranties in this Agreement, including in Section 7, and any claim that any Client Materials, Client Specific Features, or Third-Party Materials supplied by Client infringe any intellectual property rights of others.
- b. By NuVoodoo. NuVoodoo agrees to indemnify and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any lawsuit, solely to the extent that such action arises out of any successful third party lawsuit that any NuVoodoo Materials infringe the US Patent, copyright or trademark of that third party. NuVoodoo shall have no obligation under this paragraph with respect to any third-party claim of infringement to the extent that such infringement is caused by (i) any Client Materials, Client-Requested Features or Third-Party Materials or (ii) Client's use of the NuVoodoo Materials or Software in a manner unauthorized herein or Client's use of Third-Party Materials in a manner not authorized by any license obtained.
- c. Mechanics. The party seeking indemnification (the "Indemnified Party") shall: (i) give the other party (the "Indemnifying Party") notice of the relevant claim, (ii) cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in the defense of such claim, and (iii) give the Indemnifying Party the right to control the defense and settlement of any such claim, except that the Indemnifying Party will not enter into any settlement that affects the Indemnified Party's rights or interests without the Indemnified Party's prior written approval. The Indemnified Party will have the right to participate in the defense at its own expense.

Initials:

X

## 10. Miscellaneous

- a. Assignment: Client may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of NuVoodoo, except that Client may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation without such consent will be void. NuVoodoo may assign this Agreement in whole or part. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.
- b. Relationship of Parties: NuVoodoo is working for Client as an independent contractor. This Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between NuVoodoo and Client. Neither NuVoodoo nor Client will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.
- c. Entire Agreement: (d) Entire Agreement, Counterparts, and Execution. This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations,

understandings and agreements, written and oral, regarding such subject matter.

- d. Choice of Law: All disputes, if any, arising out of this Agreement and the SOWs (even if only tangentially related), and any dispute whatsoever between the parties (including their affiliates, subsidiaries, and sister companies), shall be governed by and construed in accordance with the laws of the State of Ohio without regard for conflicts-of-law law.
- e. Arbitration: All disputes, if any, arising out of this Agreement (even if only tangentially related), and any dispute whatsoever between the parties (including their affiliates, subsidiaries, and sister companies) shall be resolved exclusively by arbitration with a single arbitrator with the American Arbitration Association under its commercial rules and, additionally, the arbitrator shall accept and decide all, if any, dispositive motions made before a final arbitration hearing is to be held. The venue of such an arbitration shall be in the state of Ohio.
- f. Dispute Resolution: The parties agree that in the event a dispute arises for any reason or any party is dissatisfied with the other, the parties shall not disparage the other. This includes, but is not limited to, a prohibition on writing, posting, publishing in anyway anything disparaging or derogatory about the other on the internet and media and, instead, the parties shall resolve their disputes or dissatisfactions with the other through mediation, dialogue, or an arbitration as outlined above. Mediation and dialogue, however, shall not be a prerequisite to commencing an arbitration. In the event of a breach or threatened breach of this subparagraph, there shall be an irrefutable presumption that damages arising from the breach or threatened breach are irreparable and, therefore, either party may seek a temporary restraining order, preliminary injunction and/or permanent injunction without the need to file a bond or undertaking. Moreover, notwithstanding the exclusive-arbitration clause in this agreement, either party may seek an injunction and temporary restraining order in any court of exclusive jurisdiction and venue of the state courts located Hamilton County, OH, or the federal courts located in the city of Cincinnati, in Hamilton County, OH to enforce this subparagraph.
- g. Waiver: Neither party shall, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other shall neither be construed as nor constitute a continuing waiver of such breach or of other breaches of the same or any other provision of this Agreement.
- h. Severability: If any provision of this Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable, invalid or illegal provision shall not affect the remainder of this Agreement.
- i. Force Majeure: Except for the payment of fees by Client, if the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.
- j. Headings: The section and paragraph headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

Initials:

X

**DEMO**



By: John Q Manager

Title: General Manager

Date: February 11, 2025

**NuVoodoo Media Services LLC**



By: Russ Gilbert

Title: EVP Digital

Date: February 11, 2025