

# **PARTNERSHIP AGREEMENT**

BETWEEN

**Brown Broadcasting Service, Inc.**  
(d/b/a WBRU)

AND

**Polarity Lab LLC**

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**DRAFT v2.0 — FOR ATTORNEY REVIEW**

Version 2.0 — January 2026 ([Strategic Restructure](#))

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## PARTIES

This Partnership Agreement ("Agreement") is entered into as of \_\_\_\_\_, January [\_\_], 2026 (the "Effective Date") by and between:

**BROWN BROADCASTING SERVICE, INC.**  
d/b/a WBRU  
("WBRU")  
\_\_\_\_\_  
\_\_\_\_\_

a [\_\_] company  
[INSERT ADDRESS]

and

**POLARITY LAB LLC**  
("Contractor")  
a Delaware limited liability company ("Contractor")  
409 Benefit Street  
Providence, Rhode Island 02903  
409 Benefit Street  
Providence, Rhode Island 02903

WBRU and Contractor are each referred to herein as a "Party" and collectively the "Parties".

## RECITALS

**WHEREAS**, Contractor has developed and operates the WaxFeed platform, (the "Platform"), a social music ~~discovery~~ discovery and DJ booking platform;

**WHEREAS**, WBRU desires to engage Contractor to further develop, operate, and maintain the ~~WaxFeed Platform~~ as WBRU's flagship digital product;

**WHEREAS**, Contractor desires to provide such services to WBRU on the terms set forth herein;

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

## **SECTION 1: RELATIONSHIP OF THE PARTIES**

### **1.1 Independent Contractor**

Contractor is an independent contractor and not an employee, partner, joint venturer, or agent of WBRU. Nothing in this Agreement shall be construed to create an employment relationship, partnership, joint venture, or agency relationship between the Parties.

### **1.2 No Employee Benefits**

Contractor's personnel, including but not limited to Theodore Addo, Nathan Amankwah, and Shadrack Annor (collectively, "Contractor Personnel"), are NOT employees of WBRU and are NOT entitled to any WBRU employee benefits, including but not limited to:

- Health, dental, or vision insurance
- Retirement plan contributions
- Workers' compensation coverage
- Unemployment insurance benefits
- Paid time off or leave
- Any other employee benefits

Contractor is solely responsible for:

- Payment of all wages, taxes, and withholdings for Contractor Personnel
- Provision of any benefits to Contractor Personnel
- Compliance with all applicable employment and labor laws
- Maintaining appropriate insurance coverage

### **1.3 No Personal Liability**

This Agreement is solely between the entities named above. The individual members, managers, officers, employees, and agents of Contractor, including but not limited to Theodore Addo, Nathan Amankwah, and Shadrack Annor, shall NOT be personally liable for any obligations, debts, liabilities, or claims arising under or relating to this Agreement.

WBRU expressly and irrevocably waives any right to:

- (a) Pierce or attempt to pierce the corporate veil of Contractor or any related entity
- (b) Assert claims against Contractor Personnel personally for any matter arising under or relating to this Agreement
- (c) Require personal guarantees from any individual in connection with this Agreement
- (d) Name any individual as a defendant, respondent, or party in any legal, administrative, or arbitration proceeding arising under or relating to this Agreement
- (e) Seek to hold any individual personally liable for Contractor's performance, non-performance, or breach of this Agreement

**Any attempt by WBRU to pursue claims against Contractor Personnel personally shall constitute a material breach of this Agreement by WBRU, entitling Contractor to terminate immediately and recover all damages, costs, and attorney fees incurred.**

#### 1.4.10.1 Authority

Each Party represents that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the execution and performance of this Agreement does not conflict with any other agreement or obligation.

## **SECTION 2: SERVICES AND SCOPE**

### **2.1.1 Services**

Contractor shall provide the services described ~~and set forth~~ in Exhibit A (Scope of Work) ~~attached hereto and incorporated herein by~~ reference (the "Services"), including but not limited to:

- ~~WaxFeed platform~~ development, operation, and maintenance;
- iOS mobile application development and launch;
- Content production, including 360 Sound integration and global content tour;
- Community management and DJ relations;
- WBRU-specific feature development and integration;
- Alignment algorithm and taste profiling technology; ~~and~~
- Backend infrastructure and CCX integration.

### **2.1.2 Scope Limitations**

The Services are strictly ~~LIMITED~~limited to those described in Exhibit A. Any services, features, deliverables, or work not explicitly listed in Exhibit A are ~~OUT OF SCOPE~~out of scope and not included in the fees set forth herein.

The following (hereafter, the "Explicit Exclusions (Available as Future Expansions)) are expressly ~~EXCLUDED~~excluded from the Scope of Work and, if desired, require separate Change Orders with additional fees:

- **Advanced Analytics:** Real-time dashboards, predictive analytics, custom reporting tools, business intelligence integrations beyond basic platform metrics;
- **AI/ML Features:** Personalized recommendation engine, automated content curation, ~~predictive~~ booking algorithms, sentiment analysis (beyond core alignment algorithm included in base scope);
- **Additional Mobile Applications:** Android native app, iPad-optimized app, Apple Watch app, smart TV apps;
- **Third-Party Integrations:** Spotify API deep integration, Apple Music integration, social media auto-posting, CRM system connections, payment processor beyond base Stripe;
- **Blockchain/Web3:** NFT minting, cryptocurrency payments, token-gated content, smart contracts;
- **White-Label/Licensing:** Platform white-labeling for third parties, API access for external developers, SaaS multi-tenancy;
- **Hardware:** Physical installations, kiosk development, IoT device integration;
- **Localization:** Multi-language support, currency localization, regional compliance
- **Enterprise Features:** Single sign-on (SSO), advanced user permissions, audit logging, enterprise SLAs;
- **Custom Event Tools:** Virtual event hosting platform, live streaming infrastructure beyond basic integration, interactive audience features;

**Change Order Requirements:** Any request for services beyond the Scope of Work—including any of the Explicit Exclusions listed above—requires a written Change Order signed by authorized representatives of both Parties. Each Change Order shall ~~specify~~include:

- ~~Detailed~~A detailed description of the additional work requested;
- ~~Additional~~Quotes of additional fees and payment terms;

• Timeline and milestone adjustments; and

- Any modifications to existing deliverables or milestones.

Verbal requests, emails, text messages, or other informal communications do ~~NOT~~not constitute authorization for additional work. Contractor is under no obligation to perform any work outside the Scope of Work without a fully executed Change Order.

### **2.31.3 Performance Standards**

Contractor shall perform the Services in a professional and workmanlike manner consistent with industry standards for software development, digital platform operation, and content production.

**No Guarantees:** Contractor does ~~NOT~~not guarantee and shall ~~NOT~~not be liable for:

- Specific user growth, engagement, or retention numbers;
- Revenue, profit, or financial outcomes;
- Third-party behavior, including users, DJs, artists, or partners;
- Platform availability beyond commercially reasonable uptime efforts;
- Compatibility with third-party systems, APIs, or technologies not yet released; or
- Achievement of any specific business objectives.

### **2.41.4 WBRU Cooperation**

WBRU shall provide reasonable cooperation, information, access, and resources necessary for Contractor to perform the Services. ~~Delays~~Any delays caused by WBRU's failure to cooperate ~~shall~~will extend Contractor's deadlines by at least the duration of such delay.

## SECTION 32: FEES AND PAYMENT

### 3.12.1 Fees – Year One Fees

WBRU shall pay Contractor the following fees for the first twelve (12) months or first year of the Term (“Year One”):

Component	Timing	Expected Date of Payment	Amount
Platform <u>Development</u> <u>Fee</u> <u>development</u>	Upon execution <u>of this Agreement</u>		\$110,000
Monthly <u>Operations</u> <u>operations</u> (x11)	1 <sup>st</sup> <u>day</u> of each <u>calendar</u> month ( <u>Months</u> ( <u>months</u> 2–12))		\$50,000/month
iOS <u>Launch</u> <u>Milestone</u> <u>launch</u> <u>milestone</u>	Within 15 days of App Store approval		\$25,000
User <u>Milestone</u> <u>milestone</u> (500 MAU)	Within 15 days of achievement		\$25,000
<u>Advisory Fee</u> ( <u>Annual</u> ) <u>(annual)</u>	Quarterly (\$37,500 × 4)		\$150,000 <sup>2</sup>
<b>TOTAL YEAR ONE</b>			<b>\$860,000</b>

### 3.2 Advisory Services

The Advisory Fee compensates Contractor for strategic advisory services provided by Contractor’s principals, including but not limited to:

- Strategic technology planning and roadmap development
- Music industry insights and DJ ecosystem navigation
- Digital transformation consultation
- Business development guidance and partnership strategy
- Access to Contractor’s research network and innovation pipeline

<sup>1</sup> The Advisory Fee compensates Contractor for strategic advisory services provided by Contractor, including but not limited to:

- Strategic technology planning and roadmap development;
- Music industry insights and DJ ecosystem navigation;
- Digital transformation consultation;
- Business development guidance and partnership strategy; and
- Access to Contractor’s research network and innovation pipeline.

<sup>2</sup> For context, comparable advisory arrangements in media and technology, such as existing WBRU consultant arrangements, range from \$80,000 to \$150,000 annually for a single advisor. Contractor provides access to three senior principals with complementary expertise (cognitive computing, music industry, full-stack development), plus proprietary technology and execution capability. The \$150,000 collective fee represents significant value at below-market rates. Advisory services are separate from and in addition to platform development and operations. Advisory Fee is nonrefundable and payable regardless of platform usage or development status.

**Advisory Fee Justification:** For context, comparable advisory arrangements in media and technology—such as existing WBRU consultant arrangements—range from \$80,000 to \$150,000 annually for a single advisor. Contractor provides access to three senior principals with complementary expertise (cognitive computing, music industry, full-stack development), plus proprietary technology and execution capability. The \$150,000 collective fee represents significant value at below-market rates.

Advisory services are separate from and in addition to platform development and operations. Advisory Fee is non-refundable and payable regardless of platform usage or development status.

### **3.3 Subsequent Year Fees**

#### **2.2 For – Year Two**

For the second year of the Term and each subsequent year, WBRU shall pay Contractor:

Component	Timing	Expected Date of Payment	Amount
Monthly Operations (x12)	1 <sup>st</sup> day	of each month	\$46,666.67/month
Advisory Fee <small>(Annual/annual)</small>	Quarterly	(\$37,500 × 4)	\$150,000
<b>ANNUAL TOTAL</b>			<b>\$710,000</b>

#### **2.3 Annual Fee Increase\***

Beginning in Year Threethe third year of the Term (the second anniversary of the Effective Date) and each year thereafter, all fees (Operations and Advisory) shall increase by 3% over the prior year's rates. For clarity: Year Two fees are \$710,000 as stated above; Year Three fees shall be \$731,300; and so forth.

#### **3.42.4 Payment Terms**

- (a) **Due Date<sup>12</sup>:** All payments are due on the dates specified above. Monthly payments are due on the 1st of each month.
- (b) **Late Payment Interest<sup>12</sup>:** Any payment not received within thirty (30) days of its due date shall accrue interest at the rate of one and one-half percent (1.5%) per month ~~(eighteen percent (18% per annum))~~ from the due date until paid in full.
- (c) **Suspension of Services<sup>12</sup>:** If any payment remains outstanding for more than forty-five (45) days after its due date, Contractor may, upon ten (10) days written notice, suspend all ~~Services~~ until payment is received in full, including all accrued interest.
- (d) **Collection Costs<sup>12</sup>:** WBRU shall reimburse Contractor for all costs incurred in collecting ~~overdue~~ amounts, including reasonable attorney fees, collection agency fees, and court costs.
- (e) **Right of Offset<sup>12</sup>:** Contractor may offset any amounts owed by WBRU against any amounts Contractor may owe to WBRU under this Agreement or otherwise.

#### **3.52.5 Taxes**

All fees are exclusive of taxes. WBRU is responsible for all sales, use, value-added, withholding, and similar taxes arising from this Agreement, excluding taxes based on Contractor's income.

## **SECTION 4: INTELLECTUAL PROPERTY**

### **4.1 Contractor Intellectual Property**

~~All intellectual property rights in and to the WaxFeed platform, including but not limited to all source code, object code, algorithms, software, databases, user interfaces, designs, documentation, trade secrets, know how, methodologies, processes, inventions, and any improvements, modifications, enhancements, or derivative works thereof (collectively, "Contractor IP"), are and shall remain the sole and exclusive property of Contractor.~~

This includes, without limitation:

- ↳ All code written before, during, or after this Agreement
- ↳ Alignment algorithms and taste profiling technology
- ↳ Conversational Connectomics (CCX) derived features and methodologies
- ↳ User interface designs and user experience flows
- ↳ Backend architecture, APIs, and data structures
- ↳ Any work product created under this Agreement

~~WBRU acquires NO ownership interest whatsoever in any Contractor IP.~~

### **4.2 Pre-Existing Intellectual Property**

~~Contractor's pre-existing intellectual property, including but not limited to technology covered by U.S. Provisional Patent Application Nos. 63/940,728 (filed December 15, 2025) and 63/960,633 (filed January 14, 2026), and any continuations, divisionals, reissues, or foreign counterparts thereof, remains Contractor's sole and exclusive property.~~

~~Nothing in this Agreement shall be construed to grant WBRU any rights to Contractor's patents or patent applications, except for the limited license to use the WaxFeed platform expressly granted in Section 4.3.~~

### **4.3 License Grant to WBRU**

~~Subject to WBRU's payment of all fees due under this Agreement, Contractor hereby grants to WBRU a:~~

- ↳ ~~Non-exclusive (Contractor may grant similar licenses to others)~~
- ↳ ~~Non-transferable (WBRU may not transfer to third parties)~~
- ↳ ~~Non-sublicensable (WBRU may not sublicense to third parties)~~
- ↳ ~~Perpetual (subject to Section 4.4)~~
- ↳ ~~Limited~~

~~license to USE the WaxFeed platform solely for WBRU's own programming, initiatives, and operations (the "License").~~

**Restrictions:** The License does NOT include the right to:

- ↳ Access, view, copy, or receive source code
- ↳ Modify, adapt, or create derivative works of the platform
- ↳ Sublicense, rent, lease, or lend the platform to any third party
- ↳ Reverse engineer, decompile, or disassemble any part of the platform

~~→ Use Contractor's trademarks except as "Founding Partner" designation~~

#### 4.4.5.2 License Termination and Data Ownership

~~THE LICENSE GRANTED HEREIN IS A LICENSE TO ACCESS AND USE, NOT A LICENSE TO OWN.~~ WBRU is paying for platform access, development services, and operational support ~~not for ownership of any data, content, technology, or user relationships.~~

(a) ~~Termination of Access:~~ Upon termination or expiration of this Agreement for any reason, the License shall terminate and WBRU's access to the WaxFeed platform shall cease within thirty (30) days. There is NO perpetual license. There is NO continued access post-termination.

(b) ~~Data Ownership and Retention:~~ Contractor owns and retains ALL data on the platform, including but not limited to:

- User accounts, profiles, and user generated content
- DJ profiles, booking histories, and engagement data
- Analytics, metrics, and usage data
- All CCX derived data, cognitive metrics, Polarity Points, memory structures, and any outputs of Contractor's proprietary algorithms
- Content, media, and information uploaded to or generated by the platform

~~WBRU has NO ownership interest in any platform data.~~ WBRU has NO right to export, copy, or retain any data upon termination.

(c) ~~User Relationships:~~ Users (DJs, fans, organizations) who create accounts on WaxFeed have relationships with ~~WaxFeed and Contractor~~, not with WBRU. Upon termination, these user relationships continue with Contractor. WBRU has no claim to user accounts, user data, or user relationships.

(d) ~~CCX and Proprietary Data:~~ All cognitive data, including Polarity Points, memory graphs, associative strength calculations, cognitive state classifications, and any other outputs derived from Contractor's Conversational Connectomics (CCX) technology, are and shall remain the ~~sole and exclusive property of Contractor~~. This data is generated using Contractor's patented methodologies and constitutes Contractor's trade secrets. WBRU shall have NO access to, ownership of, or rights in CCX derived data, during or after the Term.

(e) ~~What WBRU Loses Upon Termination:~~

- Access to the WaxFeed platform
- “Founding Partner” designation and branding rights
- Revenue share on WBRU attributed transactions
- Advisory services and strategic consultation
- All benefits of this Agreement

(f) ~~What WBRU Does NOT Get Upon Termination:~~

- Any data export or data portability
- Any continued platform access
- Any perpetual license or ongoing rights
- Any user accounts, user data, or user relationships
- Any CCX-derived insights, analytics, or cognitive data
- Any source code, algorithms, or technology

~~(g) Upon WBRU Insolvency:~~ The License shall terminate immediately, regardless of payment status.

~~**WBRU ACKNOWLEDGES AND AGREES** that it is paying for the privilege of access to and development of the WaxFeed platform, and that termination of this Agreement for any reason results in complete termination of that access with no residual rights, data ownership, or ongoing claims of any kind.~~

## **SECTION 5: REVENUE SHARING**

### **5.1 WBRU Attributed Revenue Share**

Contractor shall pay WBRU the following revenue shares on WBRU-attributed revenue:

Revenue Type	WBRU Share	Definition
DJ Bookings (WBRU-Affiliated DJs)	20%	Bookings of WBRU-affiliated DJs
DJ Bookings (WBRU-Introduced Users)	15%	Bookings via WBRU channels
Organization Licenses (WBRU-Introduced)	10%	Licenses from WBRU intros
WBRU-Branded Events	20%	Co-branded event revenue

"Net" means gross revenue less direct costs, payment processing fees, refunds, and charge-backs.

Revenue share payments shall be made quarterly, within forty-five (45) days of each calendar quarter end.

### **5.2 Revenue NOT Subject to Sharing**

WBRU shall have NO revenue share, royalty, or other interest in:

- Artist Premium subscription revenue
- Superfan Premium subscription revenue
- Non-WBRU DJ bookings
- Non-WBRU organization licenses
- Advertising and sponsorship revenue (except WBRU-branded)
- Investment proceeds, fundraising, or capital contributions
- Acquisition or exit proceeds
- Any revenue not explicitly listed in Section 5.1

## **SECTION 6: TERM AND TERMINATION**

### **6.1 Initial Term**

This Agreement shall commence on the Effective Date and continue for an initial term of twenty-four (24) months (the "Initial Term"), unless earlier terminated as provided herein.

### **6.2 Renewal**

After the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods (each, a "Renewal Term"), unless either Party provides written notice of non-renewal at least ninety (90) days prior to the end of the then current term.

#### **6.3.1 Termination for Cause**

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- (a) Materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice
- (b) Files for bankruptcy protection or has an involuntary bankruptcy petition filed against it
- (c) Becomes insolvent or unable to pay debts as they become due
- (d) Ceases to operate or conduct business in the ordinary course

#### **6.4 Termination for Convenience by WBRU**

WBRU may terminate this Agreement for convenience by providing ninety (90) days prior written notice AND paying a termination fee:

<b>Timing of Termination</b>	<b>Termination Fee</b>
During Year 1	50% of fees remaining in Year 1
During Year 2	35% of fees remaining in Year 2
Year 3 and beyond	25% of fees remaining in current term

#### **6.5 Termination for Convenience by Contractor**

Contractor may terminate this Agreement for convenience by providing one hundred eighty (180) days prior written notice. No termination fee shall apply.

#### **6.6 Effect of Termination**

Upon termination: (a) all fees owed become immediately due; (b) license rights determined per Section 4.4; (c) Sections 1.3, 4, 5, 7, 8, 9, 10, 11, and 12 survive; (d) **Technology-Enabled Revenue royalty obligations under Section 12.1 survive IN PERPETUITY.**

## **SECTION 7: LIMITATION OF LIABILITY**

### **7.1 Liability Cap**

~~TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY WBRU TO CONTRACTOR IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.~~

### **7.2 Exclusion of Consequential Damages**

~~IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY:~~

- ~~→ INDIRECT DAMAGES~~
- ~~→ CONSEQUENTIAL DAMAGES~~
- ~~→ INCIDENTAL DAMAGES~~
- ~~→ SPECIAL DAMAGES~~
- ~~→ PUNITIVE DAMAGES~~
- ~~→ EXEMPLARY DAMAGES~~
- ~~→ LOST PROFITS OR REVENUE~~
- ~~→ LOST DATA OR CONTENT~~
- ~~→ LOSS OF GOODWILL OR REPUTATION~~
- ~~→ COST OF SUBSTITUTE SERVICES~~
- ~~→ BUSINESS INTERRUPTION DAMAGES~~

~~ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.~~

### **7.3.1 Essential Basis of Bargain**

~~THE LIMITATIONS SET FORTH IN THIS SECTION 7 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FEES CHARGED UNDER THIS AGREEMENT REFLECT AND ARE SET IN RELIANCE UPON THIS ALLOCATION OF RISK.~~

### **7.4 Exceptions**

The limitations in this Section 7 shall NOT apply to: (a) WBRU's obligation to pay fees; (b) breach of confidentiality; (c) IP infringement; (d) gross negligence or willful misconduct; (e) indemnification obligations; (f) WBRU's breach of Section 1.3; (g) WBRU's breach of Section 10.

## **SECTION 8: INDEMNIFICATION**

### **8.1 Contractor Indemnification**

~~Contractor shall indemnify, defend, and hold harmless WBRU from third-party claims arising from Contractor's gross negligence, willful misconduct, or IP infringement in code solely created by Contractor. Contractor's indemnification shall not exceed the liability cap in Section 7.1.~~

#### **8.2.1 WBRU Indemnification**

~~WBRU shall indemnify, defend, and hold harmless Contractor, Contractor Personnel (including Theodore Addo, Nathan Amankwah, and Shadrack Annor individually), and their respective agents from ANY AND ALL claims arising from:~~

- ~~(a) WBRU's use of the WaxFeed platform~~
- ~~(b) WBRU content integrated into the platform~~
- ~~(c) WBRU's breach of this Agreement~~
- ~~(d) WBRU's violation of applicable law~~
- ~~(e) Any claim by WBRU personnel related to WaxFeed~~
- ~~(f) Any third-party claim from WBRU's operations~~
- ~~(g) Any claim alleging Contractor Personnel are employees of WBRU~~
- ~~(h) Any attempt to pierce the corporate veil or hold Contractor Personnel personally liable~~

~~WBRU's indemnification of Contractor Personnel shall be UNLIMITED and shall survive termination indefinitely.~~

## **SECTION 9: DISPUTE RESOLUTION**

### **9.1 Informal Resolution**

~~Before initiating formal proceedings, the Parties shall attempt to resolve disputes through good-faith negotiation for at least thirty (30) days.~~

### **9.2 Mandatory Binding Arbitration**

~~Any dispute not resolved informally shall be finally resolved by **BINDING ARBITRATION** administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.~~

#### **Arbitration Terms:**

- (a) **Location:** Providence, Rhode Island
- (b) **Arbitrator:** Single arbitrator mutually selected
- (c) **Governing Law:** Rhode Island law
- (d) **Confidentiality:** All aspects confidential
- (e) **Final and Binding:** Judgment may be entered in any court
- (f) **No punitive damages:** Arbitrator may not award punitive damages
- (g) **Attorney fees:** Prevailing party recovers fees

#### **9.30.1 Waiver of Jury Trial**

~~EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY.~~

#### **9.40.1 Waiver of Class Action**

~~ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS. NEITHER PARTY MAY BRING A CLAIM AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.~~

#### **9.50.1 Statute of Limitations**

~~Any claim must be brought within **TWELVE (12) MONTHS** after the Party knew or should have known of the facts giving rise to the claim. Claims not brought within this period are **WAIVED**.~~

#### **9.6 Prevailing Party Fees**

~~The prevailing party shall recover its reasonable attorney fees, expert fees, and costs.~~

## **SECTION 10: NON-SOLICITATION**

### **10.1.1.1 WBRU Non-Solicitation Covenant**

During the Term and for **EIGHTEEN (18) MONTHS** following termination, WBRU shall not:

- (a) Solicit, recruit, hire, or engage any Contractor Personnel
- (b) Encourage or induce any Contractor Personnel to leave Contractor
- (c) Hire any person who was Contractor Personnel within the preceding 12 months
- (d) Assist any third party in doing any of the foregoing

### **10.2.1.1 Liquidated Damages**

If WBRU breaches Section 10.1, WBRU shall pay Contractor:

**\$150,000 PER PERSON**

solicited, recruited, hired, or engaged in violation of this Section.

This liquidated damages provision shall not limit Contractor's right to seek injunctive relief.

### **10.3 No Contractor Non-Solicitation**

Contractor shall NOT be subject to any non-solicitation restriction with respect to WBRU's personnel.

### **10.4 Injunctive Relief**

Contractor shall be entitled to seek injunctive relief, without posting bond, to prevent any breach of this Section 10.

## **SECTION 11: GENERAL PROVISIONS**

### **11.112.1 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations.

### **11.212.1 Amendments**

This Agreement may only be amended by written instrument signed by both Parties.

### **11.3 Assignment**

WBRU may NOT assign without Contractor's consent. Contractor may freely assign to affiliates or successors.

### **11.412.1 Governing Law**

This Agreement shall be governed by Rhode Island law.

### **11.512.1 Severability**

If any provision is invalid, it shall be modified to the minimum extent necessary.

### **11.6 Waiver**

No failure to exercise any right shall operate as a waiver.

### **11.712.1 Notices**

All notices shall be in writing to the addresses above.

### **11.812.1 Force Majeure**

Neither Party liable for delays beyond reasonable control.

### **11.912.1 Third Party Beneficiaries**

Contractor Personnel are express third party beneficiaries of Sections 1.3, 8.2, and 10.

### **11.10 Counterparts**

May be executed in counterparts. Electronic signatures valid.

## **~~SECTION 12: TECHNOLOGY PARTNERSHIP AND FUTURE OPPORTUNITIES~~**

### **OPPORTUNITIES**

#### **12.13.1 Technology-Enabled Revenue Royalty (WaxFeed Platform)**

In recognition of Contractor's ongoing technology partnership and the value created by the ~~WaxFeed platform~~ Platform, WBRU shall pay Contractor a royalty on all Technology-Enabled Revenue (defined below) generated through or enabled by the Platform.

##### **12.1.13.1.1 Definition of Technology-Enabled Revenue**

"Technology-Enabled Revenue" means all gross revenue derived from or enabled by the ~~WaxFeed~~-Platform, including but not limited to:

(a) **Streaming Revenue:**

- Pay-per-view streaming fees and virtual ticket sales;
- Subscription or membership fees for streaming access;
- Advertising revenue from streams (pre-roll, mid-roll, display, overlay); and
- Sponsorship revenue attributable to streaming content or digital broadcasts.

(b) **Platform Revenue:**

- In-app purchases and premium feature access fees;
- Digital tipping, donations, or "virtual gifts" through the Platform;
- API access fees charged to third parties; and
- Platform transaction fees beyond payment processor costs.

(c) **Digital Commerce:**

- Digital merchandise sales (downloads, NFTs, digital collectibles);
- Affiliate or referral revenue generated through Platform; and
- E-commerce revenue from Platform-integrated storefronts.

(d) **Data and Licensing:**

- Analytics or data licensing revenue;
- Content licensing enabled by Platform infrastructure; and
- White-label or sublicensing revenue (if authorized).

(e) **Community Revenue:**

- DJ or artist membership/subscription fees collected through the Platform;
- Community access or premium tier fees; and
- Virtual workshop, masterclass, or educational content revenue through Platform.

##### **12.1.13.1.2 Exclusions from Technology-Enabled Revenue**

Technology-Enabled Revenue explicitly EXCLUDES:

- Physical event ticket sales (live, in-person attendance at physical venues);
- Physical merchandise sold at physical locations;
- In-person sponsorship activations (physical banners, booths, on-site branding);
- Bar, concession, or food/beverage revenue at physical events.

- Charitable donations not processed through the Platform; and
- Revenue from activities that do not use or flow through the Platform.

#### **12.1.33.1.3 Royalty Rate (Performance-Based Ladder)**

WBRU shall pay Contractor shall receive the following royalty royalties on Technology-Enabled Revenue in accordance with the following royalty rates:

Annual Technology-Enabled Revenue	Royalty Rate	Applied To
\$0 – \$500,000	15%	All revenue in tier
\$500,001 – \$1,000,000	18%	Revenue above \$500,000
Above \$1,000,000	20%	Revenue above \$1,000,000

**Example** For example: If Technology-Enabled Revenue is \$1,200,000 in a calendar year, WBRU shall pay to Contractor:

- First \$500,000  $\times$  15% = \$75,000
- NextSecond \$500,000  $\times$  18% = \$90,000
- Remaining \$200,000  $\times$  20% = \$40,000
- Total Royalty: \$205,000**

This performance-based structure aligns incentives: Contractor earns more only when WBRU earns more.

#### **12.1.43.1.4 Royalty Payment Terms**

- Payment Frequency**: Royalties shall be calculated and paid quarterly, within forty-five (45) days of each calendar quarter end.
- Reporting**: WBRU shall provide Contractor with a detailed Technology-Enabled Revenue report within thirty (30) days of each quarter end, itemizing revenue by category.
- Minimum Reporting**: Reports WBRU shall be provided provide such Technology-Enabled Revenue reports even ifwhen Technology-Enabled Revenue is zero.
- Late Payment**: Late royalty payments shall accrue interest at 1.5% per month.

#### **12.23.2 First Right of Refusal**

For any technology project in alignment with the WBRU undertakes during the Term and for during the thirty-six (36) months following thereafter, WBRU shall first offer such project to Contractor.

**Commented [AH1]:** Note to Theo: I think this is a pretty aggressive ask. What are your thoughts on this?

#### **12.33.3 Additional Technology Partnership Royalties**

In addition to the WaxFeed Platform royalty above, WBRU shall also pay Contractor shall receive royalties on as follows:

WBRU Activity	Royalty Rate
Future digital products (beyond WaxFeed)	15% of net revenue
Technology licensing to third parties	20% of licensing fees

Digital sponsorships and partnerships      10% of sponsorship value

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#### 12.43.4 Success Bonus

WBRU Asset Threshold	Bonus
Assets exceed \$10,000,000	\$50,000
Assets exceed \$12,500,000	Additional \$50,000
Assets exceed \$15,000,000	Additional \$75,000
<b>Maximum Total</b>	<b>\$175,000</b>

**Commented [AH2]:** Note to Theo: What assets, specifically? We're missing an operative clause here, so need to discuss and edit.

#### 12.53.5 Structure Change Protection

If WBRU converts to for-profit, merges with for-profit, or creates equity during the Term or within the five (5) years following, the termination of this Agreement, WBRU shall offer to Contractor and Contractor is entitled to: (i) the right to acquire up to 10% equity at FMV; fair market value and (ii) 3% transaction fee; (iii) all rights survive to successor.

**Commented [AH3]:** Note to Theo: Are you saying you want WBRU to pay 3% of the fees due when you purchase 10% equity? Not sure I understand what you're asking for in this provision.

#### 12.63.6 Audit Rights

- (a) **Right to Audit:** Contractor shall have the right, upon reasonable notice (not less than fifteen (15) days), to audit WBRU's books, records, and accounts to verify Technology-Enabled Revenue and other amounts payable under this Agreement.
- (b) **Frequency:** Contractor may conduct one (1) audit per calendar year during regular normal business hours.
- (c) **Scope of Audits:** Contractor conducted audits may cover any period within the preceding three (3) years.
- (d) **Audit Costs:** Contractor shall bear the cost of audits; provided, however, if an audit reveals underpayment of five percent (5%) or more for any audited period, WBRU shall reimburse Contractor's reasonable audit costs.
- (e) **Underpayment:** Any underpayment discovered, WBRU shall be paid pay any underpayments uncovered within thirty (30) days, plus interest at 1.5% per month from the original due date.
- (f) **Record Retention:** WBRU shall maintain complete and accurate records of all Technology-Enabled Revenue for at least five (5) years following each calendar year.

#### 12.73.7 Assignment and Survival

- (a) **WBRU Assignment Restricted:** WBRU may NOT assign, transfer, or delegate this Agreement or any rights or obligations hereunder without Contractor's prior written consent, which may be withheld in Contractor's sole discretion.
- (b) **Contractor Assignment Permitted:** Contractor may freely assign this Agreement to any affiliate, successor, or acquirer without WBRU's consent.
- (c) **Binding on Successors:** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- (d) **Change of Control:** Any change of control of WBRU (including merger, acquisition, sale of substantially all assets, or change in majority ownership) shall be deemed an attempted as-

~~segment requiring Contractor's consent. Contractor may condition consent on assumption of all obligations by the successor entity.~~

**(e) Royalty Survival:** The Technology-Enabled Revenue royalty obligations under this Section

(a) **12.1.3** shall SURVIVE termination or expiration of this Agreement and shall continue IN PERPETUITY for so long as WBRU (or any successor or assign) continues to operate the **WaxFeed**-Platform or any derivative thereof.

**(f)(b) Royalty Runs With Platform:** The royalty obligation is attached to the Platform itself, not merely to this Agreement. Any sale, transfer, license, or other disposition of the Platform or its operation shall include assumption of the royalty obligation by the transferee.

#### **12.8.3.8 Quarterly Business Review**

The Parties shall conduct quarterly business reviews to discuss:

- Platform performance and metrics;**
- Technology-Enabled Revenue and royalty calculations;**
- Upcoming development priorities; and**
- Strategic opportunities and expansion discussions.**

Reviews shall occur within thirty (30) days of each quarter end. Contractor shall provide an agenda at least five (5) days in advance.

## **SIGNATURES**

## **SECTION 4: REVENUE SHARING**

### **4.1 Commission Payments to WBRU**

Contractor shall pay WBRU a commission for any WBRU-attributed revenues generated in accordance with the following commission structure and terms:

<b><u>Revenue Type</u></b>	<b><u>WBRU Share</u></b>	<b><u>Definition</u></b>
<u>DJ Bookings (WBRU-affiliated DJs)</u>	<u>20%</u>	<u>Bookings of WBRU-affiliated DJs</u>
<u>DJ Bookings (WBRU-introduced users)</u>	<u>15%</u>	<u>Bookings via WBRU channels</u>
<u>Organization Licenses (WBRU-introduced)</u>	<u>10%</u>	<u>Licenses from WBRU intros</u>
<u>WBRU-branded events</u>	<u>20%</u>	<u>Co-branded event revenue</u>

Payments due to WBRU will be calculated based on the gross revenue less direct costs, payment processing fees, refunds, and chargebacks. Contractor shall make such commission payments quarterly, within forty-five (45) days of each calendar quarter end.

For clarity, WBRU shall have NO revenue share, royalty, or other interest in:

- Artist Premium subscription revenue;
- Superfan Premium subscription revenue;
- Non-WBRU assisted DJ bookings;
- Non-WBRU organization licenses;
- Advertising and sponsorship revenue (except WBRU-branded);
- Investment proceeds, fundraising, or capital contributions;
- Acquisition or exit proceeds; or
- Any revenue not explicitly listed in this Agreement.

## **SECTION 5: INTELLECTUAL PROPERTY**

### **5.1 Contractor Intellectual Property**

All intellectual property rights in and to the Platform, including but not limited to all source code, object code, algorithms, software, databases, user interfaces, designs, documentation, trade secrets, know-how, methodologies, processes, inventions, and any improvements, modifications, enhancements, or derivative works thereof (collectively, "Contractor IP"), are and shall remain the sole and exclusive property of Contractor. Contractor IP includes, without limitation:

- Contractor's pre-existing intellectual property, including but not limited to technology covered by U.S. Provisional Patent Application Nos. 63/940,728 (filed December 15, 2025) and 63/960,633 (filed January 14, 2026), and any continuations, divisionals, reissues, or foreign counterparts thereof, remains Contractor's sole and exclusive property;

- All code written before, during, or after the execution of this Agreement;
- Alignment algorithms and taste profiling technology;
- Conversational Connectomics (CCX) derived features and methodologies;
- User interface designs and user experience flows;
- Backend architecture, APIs, and data structures; and
- Any work product created under this Agreement.

Nothing in this Agreement shall be construed to grant WBRU any rights to Contractor's patents or patent applications, except for the limited license to use the Platform expressly granted in Section 5.2 below.

**WBRU acknowledges and understands that it acquires NO ownership interest whatsoever in any Contractor IP.** WBRU hereby assigns to Contractor any and all inventions and work product developed, generated or reduced to practice by or on behalf of WBRU or Contractor under this Agreement excluding Owlet Data. WBRU acknowledges Contractor's proprietary rights in and to the Contractor IP and WBRU waives in favor of Contractor all rights to any Contractor IP now or hereafter originated by Contractor. WBRU shall not adopt, use, or register any words, phrases or symbols, which are identical to or confusingly similar to any of Contractor's trademarks, whether registered or unregistered.

## **5.2 License Grant**

Subject to WBRU's payment of all fees due under this Agreement, Contractor hereby grants to WBRU a non-exclusive, non-transferable, non-sublicensable, limited license to use the Platform solely for WBRU's own programming, initiatives, and operations (the "License Grant"). For the avoidance of doubt, the License Grant does NOT include the right to access, view, copy, or receive source code; modify, adapt, or create derivative works of the platform; sublicense, rent, lease, or lend the platform to any third party; reverse engineer, decompile, or disassemble any part of the platform; or use Contractor's trademarks.

## **5.3 Data Ownership**

**THE LICENSE GRANTED HEREIN IS A LICENSE TO ACCESS AND USE, NOT A LICENSE TO OWN.** Per the terms of this Agreement, WBRU shall only obtain access to the Platform, development services, and operational support, not ownership of any data, content, technology, or user relationships.

**Data Ownership and Retention.** Contractor owns and retains ALL data on the platform, including but not limited to:

- User accounts, profiles, and user-generated content;
- DJ profiles, booking histories, and engagement data;
- Analytics, metrics, and usage data;
- All CCX-derived data, cognitive metrics, Polarity Points, memory structures, and any outputs of Contractor's proprietary algorithms; and
- Content, media, and information uploaded to or generated by the platform.

**WBRU has NO ownership interest in any platform data.** WBRU has NO right to export, copy, or retain any data upon termination.

**User Relationships.** WBRU acknowledges and understands that users (e.g., DJs, fans, organizations) who create accounts on WaxFeed have relationships with WaxFeed and Contractor, not with WBRU. Upon termination of the License Grant and this Agreement, these user relationships will continue with Contractor. WBRU has no claim to user accounts, user data, or user relationships.

**CCX and Proprietary Data.** All cognitive data, including Polarity Points, memory graphs, associative

strength calculations, cognitive state classifications, and any other outputs derived from Contractor's Conversational Connectomics (CCX) technology, are and shall remain the sole and exclusive property of Contractor. This data is generated using Contractor's patented methodologies and constitutes Contractor's trade secrets. WBRU shall have NO access to, ownership of, or rights in CCX-derived data, during or after the Term.

## **SECTION 6: TERM AND TERMINATION**

### **6.1 Initial Term**

This Agreement shall commence on the Effective Date and continue for an initial term of twenty-four (24) months (the "*Initial Term*") and will automatically renew for successive twelve (12) month periods (each, a "*Renewal Term*"), unless either Party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

### **6.2 Termination for Cause**

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- (a) Materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice;
- (b) Files for bankruptcy protection or has an involuntary bankruptcy petition filed against it;
- (c) Becomes insolvent or unable to pay debts as they become due; or
- (d) Ceases to operate or conduct business in the ordinary course.

### **6.3 Termination for Convenience by WBRU**

WBRU may terminate this Agreement for convenience by providing ninety (90) days prior written notice AND paying a termination fee per the following:

<u>Timing of Termination</u>	<u>Termination Fee</u>
During Year 1	50% of fees remaining in Year 1
During Year 2	35% of fees remaining in Year 2
Year 3 and beyond	25% of fees remaining in current term

### **6.4 Termination for Convenience by Contractor**

Contractor may terminate this Agreement for convenience without penalty by providing one hundred eighty (180) days prior written notice. No termination fee will apply.

### **6.5 Effect of Termination**

Upon the termination or expiration of this Agreement for any reason, the License Grant will terminate, the provision of the Services under this Agreement will cease, and all fees owed become immediately due. Further, WBRU will lose: (a) access to the Platform within thirty (30) days of the termination date, (b) "Founding Partner" designation and branding rights, (c) revenue share on WBRU-attributed transactions, (d) advisory services and strategic consultation, and (e) all benefits of this Agreement.

For clarity, upon the termination of this Agreement, WBRU does NOT obtain:

- Any data export or data portability;
- Any continued platform access;
- Any perpetual license or ongoing rights;
- Any user accounts, user data, or user relationships;
- Any CCX-derived insights, analytics, or cognitive data; or
- Any source code, algorithms, or technology.

**WBRU ACKNOWLEDGES AND AGREES** that it is paying for the privilege of access to and development of the Platform, and that termination of this Agreement for any reason results in complete termination of that access with no residual rights, data ownership, or ongoing claims of any kind.

The following will survive the termination of this Agreement: Sections 3 (Technology Partnership and Future Opportunities), 4 (Revenue Sharing), 5 (Intellectual Property), 7 (Limitation of Liability), 8 (Indemnification), 9 (Dispute Resolution), 10.2 (No Personal Liability), 11 (Non-solicitation), 12 (General Provisions). The terms per Section 3.1 (Technology-Enabled Revenue royalty obligations under) survive IN PERPETUITY.

## **SECTION 7: LIMITATION OF LIABILITY**

### **7.1 Liability Cap**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY WBRU TO CONTRACTOR IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

### **7.2 Exclusion of Consequential Damages**

**IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT DAMAGES, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, SPECIAL DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE, LOST DATA OR CONTENT, LOSS OF GOODWILL OR REPUTATION, COST OF SUBSTITUTE SERVICES, or BUSINESS INTERRUPTION DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

### **7.3 Essential Basis of Bargain**

**THE LIMITATIONS SET FORTH IN THIS SECTION 7 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FEES CHARGED UNDER THIS AGREEMENT REFLECT AND ARE SET IN RELIANCE UPON THIS ALLOCATION OF RISK.**

## **SECTION 8: INDEMNIFICATION**

### **8.1 Contractor Indemnification**

Contractor shall indemnify, defend, and hold harmless WBRU from third-party claims arising from Contractor's gross negligence, willful misconduct, or intellectual property infringement by the use of code solely created by Contractor. Contractor's indemnification obligations shall not exceed the liability cap in

Section 7.1 above.

## **8.2 WBRU Indemnification**

WBRU shall indemnify, defend, and hold harmless Contractor, Contractor personnel including Theodore Addo, Nathan Amankwah, and Shadrack Annor individually (collectively, "Contractor Personnel"), and their respective agents from ANY AND ALL claims arising from: (a) WBRU's use of the Platform in a manner that Contractor has not intended; (b) WBRU content integrated into the platform; (c) WBRU's breach of this Agreement; (d) WBRU's violation of applicable law; (e) any claim by WBRU personnel or employees related to WaxFeed; (f) WBRU's ordinary operations; (g) any claim alleging that Contractor Personnel are employees of WBRU; or (h) any attempt to pierce the corporate veil or hold Contractor Personnel personally liable.

WBRU's indemnification of Contractor Personnel is UNLIMITED and will survive termination indefinitely.

# **SECTION 9: DISPUTE RESOLUTION**

## **9.1 Informal Resolution**

Before initiating formal proceedings in pursuit of dispute resolution, the Parties shall attempt to resolve disputes through good-faith negotiation for at least thirty (30) days.

## **9.2 Mandatory Binding Arbitration**

Any dispute not resolved informally may be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and per the following terms:

- (a) Location: Providence, Rhode Island;
- (b) Arbitrator: Single arbitrator mutually selected;
- (c) Governing Law: Rhode Island law;
- (d) Confidentiality: All aspects confidential;
- (e) Final and Binding: Judgment may be entered in any court;
- (f) No punitive damages: Arbitrator may not award punitive damages; and
- (g) Attorney fees: Prevailing party recovers fees, including reasonable attorney fees, expert fees, and costs.

## **9.3 Waiver of Jury Trial**

EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY.

## **9.4 Waiver of Class Action**

ALL DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS. NEITHER PARTY MAY BRING A CLAIM AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

## **9.5 Statute of Limitations**

Any claim must be brought within **TWELVE (12) MONTHS** after the Party obtained knowledge or should have known of the facts giving rise to the claim. Claims not brought within this period are deemed to have been waived by the parties.

# **SECTION 10: RELATIONSHIP OF THE PARTIES**

## **10.1 Independent Contractor**

Contractor is an independent contractor and not an employee, partner, joint venturer, or agent of WBRU. Nothing in this Agreement shall be construed to create an employment relationship, partnership, joint venture, or agency relationship between the Parties.

## **10.2 No Personal Liability**

This Agreement is solely between the entities named above. The individual members, managers, officers, employees, and agents of Contractor, including but not limited to Theodore Addo, Nathan Amankwah, and Shadreck Annor, shall NOT be personally liable for any obligations, debts, liabilities, or claims arising under or relating to this Agreement.

**WBRU expressly and irrevocably waives any right to:**

- (a) Pierce or attempt to pierce the corporate veil of Contractor or any related entity;
- (b) Assert claims against Contractor Personnel personally for any matter arising under or relating to this Agreement;
- (c) Require personal guarantees from any individual in connection with this Agreement;
- (d) Name any individual as a defendant, respondent, or party in any legal, administrative, or arbitration proceeding arising under or relating to this Agreement; or
- (e) Seek to hold any individual personally liable for Contractor's performance, non-performance, or breach of this Agreement.

**Any attempt by WBRU to pursue claims against Contractor Personnel personally shall constitute a material breach of this Agreement by WBRU, entitling Contractor to terminate immediately and recover all damages, costs, and attorney fees incurred.**

## **10.3 Authority**

Each Party represents that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the execution and performance of this Agreement does not conflict with any other agreement or obligation.

# **SECTION 11: NON-SOLICITATION**

## **11.1 WBRU Non-Solicitation Covenant**

During the Term and for eighteen (18) months following termination, WBRU shall not:

- (a) Solicit, recruit, hire, or engage any Contractor Personnel;
- (b) Encourage or induce any Contractor Personnel to leave Contractor;
- (c) Hire any person who was Contractor Personnel within the preceding twelve (12) months; or
- (d) Assist any third party in doing any of the foregoing.

### **11.2 Liquidated Damages**

If WBRU breaches Section 11.1 above, WBRU shall pay Contractor one hundred and fifty thousand dollars (\$150,000) per person solicited, recruited, hired, or engaged in violation of the Section. This shall not limit Contractor's right to seek injunctive relief.

### **11.3 Injunctive Relief**

Contractor is entitled to seek injunctive relief, without posting bond, to prevent any breach of Section 11.1.

## **SECTION 12: GENERAL PROVISIONS**

### **12.1 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations.

### **12.2 Amendments**

This Agreement may only be amended by written instrument signed by both Parties.

### **12.3 Assignment; Successors and Assigns**

Neither Party may assign this Agreement or its rights hereunder, nor delegate or subcontract its duties hereunder, without the express written consent of the other Party. Any change of control of WBRU (including merger, acquisition, sale of substantially all assets, or change in majority ownership) shall be deemed an attempted assignment requiring Contractor's consent. Contractor may condition consent on assumption of all obligations by the successor entity. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs and assigns. Any purported assignment or delegation in violation hereof shall be void.

**Commented [AH4]: Note to Theo: Pretty aggressive ask.**

### **12.4 Governing Law**

This Agreement is to be construed in accordance with and governed by the internal laws of the State of Rhode Island without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Rhode Island to the rights and duties of the parties.

### **12.5 Severability**

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

## **12.6 Waiver**

Any waiver is valid only to the extent expressly set forth in writing. Neither any failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

## **12.7 Notices**

All notices, requests, demands or other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly given (a) at the time of personal delivery or successful transmission via electronic mail, provided such notice is also confirmed by mail sent via overnight carrier, (b) as of the next business day if sent via overnight carrier, or (c) three (3) business days after mailing through United States Postal Service certified or registered mail, to the Parties at the following addresses:

To Contractor:

Polarity Lab LLC  
Attn: Theodore Addo  
409 Benefit Street  
Providence, Rhode Island 02903

With a copy to:

Theodore Addo (theo@polarity-lab.com)  
Nathan Amankwah (nathan@polarity-lab.com)  
Shadrack Annor (shadrack@polarity-lab.com)

To WBRU:



## **12.8 Force Majeure**

Neither Party shall be deemed to be in default of this Agreement if prevented from performing any obligation for any reason beyond its control, including but not limited to, Acts of God, war, civil commotion, pandemic, fire, flood or casualty, labor difficulties, shortages of or inability to obtain labor, materials or equipment, governmental regulations or restrictions, or unusually severe weather. In any such case, the Party unable to perform its obligations shall notify the other Party, and the Parties shall negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable.

## **12.9 Third-Party Beneficiaries**

Contractor Personnel are express third-party beneficiaries of Sections 8.2 (WBRU Indemnification), 10.2 (No Personal Liability), and 11 (Non-solicitation).

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**BROWN BROADCASTING SERVICE, INC. (d/b/a WBRU)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**POLARITY LAB LLC**

By: \_\_\_\_\_

Name: Theodore Addo Title:

Manager

Title: Manager

Date: \_\_\_\_\_

EXHIBITS FOLLOW