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): **September 29, 2021**

Loop Media, Inc.

(Exact name of registrant as specified in its charter)

Nevada	**000-55591**	**47-3975872**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)
700 N. Central Ave., Suite 430 Glendale, CA		**91203**
(Address of Principal Executive Office)		(Zip Code)

(818) 823-4801
(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Check the appropriate box below if the Form 8-K filing 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 (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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 1.01 Entry into a Material Definitive Agreement.

On September 30, 2021, Loop Media, Inc., a Nevada corporation (the "***Company***"), entered into securities purchase agreements (each, a "***Purchase Agreement***") with accredited investors pursuant to which the Company sold, in a private offering (the "**Offering**"), (i) 5,573,460 shares of the Company's common stock, par value $0.0001 per share (the "***Common Stock***"), and (ii) warrants to purchase up to an aggregate of 6,673,460 shares of Common Stock (the "***Warrants***"). Pursuant to the Purchase Agreement, one investor who purchased more than 50% of the total offering amount in the Offering received Warrants to purchase an additional 800,000 shares of Common Stock. Each investor was entitled to purchase one share of Common Stock and one Warrant to purchase one share of Common Stock for an aggregate purchase price of $1.25. The Warrants are immediately exercisable, have a ten-year term and an exercise price of $2.75 per share. The Company received aggregate proceeds of $6,966,825 from the Offering, which proceeds have been and will be used for increased online marketing and distribution and general corporate purposes.

The investors in the Offering included an entity controlled by Bruce Cassidy, who is a member of the Company's board of directors (the "***Board of Directors***"). The entity controlled by Mr. Cassidy purchased 320,000 shares of Common Stock and Warrants to purchase 320,000 shares of Common Stock in the Offering, for gross proceeds of approximately $400,000.

Each Purchase Agreement includes customary representations, warranties and covenants by the Company.

The Offering was made pursuant to Section 4(a)(2) under the Securities Act of 1933, as amended, and Rule 506(c) promulgated thereunder.

In connection with the Offering, on September30, 2021, the Company entered into a lock-up agreement (the "***Lock-Up Agreement***") with each investor, pursuant to

which, for a period of time that is the lesser of (i) the period beginning on the date of the Lock-Up Agreement and ending on the date for the period for which officers and directors of the Company are "locked-up" after the closing of any public offering of Common Stock of the Company in connection with a listing of such Common Stock on a national securities exchange; provided that, such date shall not be a date beyond six (6) months after such closing of any public offering; and (ii) the date that is one year from the date of the Lock-Up Agreement, each investor will not offer, sell, or otherwise dispose of any shares of Common Stock acquired pursuant to the Purchase Agreement, including any shares obtained as a result of the exercise of the Warrants, subject to certain conditions as set forth in the Lock-Up Agreement.

The foregoing descriptions of the Warrants, the Purchase Agreements and the Lock-Up Agreements do not purport to be complete and are qualified by reference to the full text of such agreements, which are attached to this Current Report on Form 8-K as Exhibits 4.1, 10.1 and 10.2, respectively, and are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information in Item 1.01 is incorporated by reference into this Item 3.02.

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

Appointment of Directors

On September 29, 2021, the Board of Directors increased the size of the Board of Directors from two to four directors and appointed Denise M. Penz and Sonya Zilka to serve as directors to fill the newly created vacancies. Each of Ms. Penz's and Ms. Zilka's terms will begin on October 1, 2021 and each will serve until the Company's next annual meeting of stockholders where they will each stand for reelection to the Board of Directors. In connection with these director appointments, the Company plans to establish an Audit Committee, with Ms. Penz as Chairperson, a Compensation Committee, with Ms. Zilka as Chairperson, and a Nominating and Corporate Governance Committee.

In connection with their appointment, each of Ms. Penz and Ms. Zilka will be granted an option to purchase shares of the Company's Common Stock with the option vesting in twelve equal monthly installments beginning on the October 1, 2021, subject to Ms. Penz's and Ms. Zilka's continued service to the Company. The option grant will have an exercise price per share equal to the closing price of the Company's shares of common stock on the date of grant and will have value equal to $50,000 (with such value calculated based on the grant date fair value for financial reporting purposes). The option grant is subject to the terms and conditions of the Loop Media, Inc. Amended and Restated 2020 Equity Incentive Compensation Plan (the "***Stock Option Plan***"), and a related stock option agreement. Ms. Penz and Ms. Zilka will also be compensated pursuant to the Company's standard practice for annual stock option grants to non-employee directors.

There are no family relationships between Ms. Penz and Ms. Zilka and any other executive officers or directors of the Company. There is no arrangement or understanding between Ms. Penz and Ms. Zilka and any other persons pursuant to which Ms. Penz and Ms. Zilka were selected as directors. In addition, neither Ms. Penz nor Ms. Zilka is a party to any transaction, or series of transactions, required to be disclosed pursuant to Item 404(a) of Regulation S-K.

The Company expects to issue a press release on October 6, 2021, announcing Ms. Penz's and Ms. Zilka's appointments to the Board of Directors. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Appointment of Chief Financial Officer

On September 29, 2021, the Board of Directors appointed Neil Watanabe as its Chief Financial Officer, effective September 30, 2021.

Prior to joining the Company, Mr. Watanabe was most recently Principal of Watanabe Associates where he provided senior financial and accounting leadership to various companies, including Value Village Inc. (d.b.a "Savers") and High Times Holding Corp. From 2015 to 2019, Mr. Watanabe was Chief Financial Officer of CarParts.com, Inc., (NASDAQ), a publicly traded American online retailer of automotive parts and accessories for cars, vans, trucks, and sport utility vehicles, which reported over $440 million in net sales in its fiscal year ended January 2021. Mr. Watanabe also served as EVP & Chief Financial Officer of PetSmart Inc.'s (NASDAQ), a company with over $2 billion in net sales during his tenure as CFO. Mr. Watanabe also worked in various financial and operational leadership roles at National Stores, Inc., Anna's Linens, Shoe Pavilion (previously listed on NASDAQ while Mr. Watanabe was employed), and Mac Frugal' s Bargains – Closeouts Inc. (d.b.a. "Pic N' Sav"), (previously listed on NYSE while Mr. Watanabe was employed). Mr. Watanabe is currently a board member of the National Corvette Museum and Reality Venture International and received his CPA certification in the State of Illinois.

On October 4, 2021, pursuant to the Stock Option Plan, the Company granted to Mr. Watanabe stock options to acquire up to 750,000 shares of the Company's Common Stock at an exercise price of $2.30 per share. The options have a term of ten years from date of grant and will vest and become exercisable over a three-year period with 25% of the options vesting immediately upon the date of grant, and 1/36th of the remaining options vesting on the first day of each month thereafter for 36 months.

There is no family relationship between Mr. Watanabe and any director or executive officer of the Company. There are no transactions between Mr. Watanabe and the Company that would be required to be reported under Item 404(a) of Regulation S-K.

In connection with his appointment, the Company entered into an employment agreement with Mr. Watanabe (the "***CFO Employment Agreement***"), which is effective as of September 30, 2021. Pursuant to the CFO Employment Agreement, the term of Mr. Watanabe's employment is three years, renewable every three years, unless terminated. Mr. Watanabe is entitled to receive an annual base salary of $275,000 and is eligible to receive discretionary bonuses as may be awarded from time to time by the Board of Directors.

The CFO Employment Agreement terminates upon death or disability and may be terminated by the Company with or without Cause (as defined in the CFO Employment Agreement), and by Mr. Watanabe with or without Good Reason (as defined in the CFO Employment Agreement). If the CFO Employment Agreement is terminated upon Mr. Watanabe's death or disability, he will receive unpaid and accrued base salary through date of termination, unpaid and accrued bonus, and a pro rata payment of his yearly bonus (if any). In addition, upon termination for disability, Mr. Watanabe is eligible to receive six months' severance.

If the Company terminates Mr. Watanabe for Cause or Mr. Watanabe resigns without Good Reason, Mr. Watanabe will receive unpaid and accrued base salary through the date of termination and any unpaid and accrued bonus. Should Mr. Watanabe be terminated without Cause or resign with Good Reason, Mr. Watanabe is entitled to receive unpaid and accrued base salary and unpaid and accrued bonus through termination of the CFO Employment Agreement, payment of pro rata portion of his yearly bonus, a lump sum payment of six months' salary, and full vesting of all stock option grants.

In addition, if at any time during the term of the CFO Employment Agreement Mr. Watanabe's employment is terminated after a Change of Control (as defined in the CFO Employment Agreement), Mr. Watanabe is entitled to compensation similar to what he would receive upon a termination without cause or resignation for good reason. In addition, a lump sum payment of two times his base salary will be payable to Mr. Watanabe.

Mr. Watanabe's right to receive any severance benefit under the CFO Employment Agreement is subject to the execution and delivery to the Company of a general release of claims in substantially the form attached to the CFO Employment Agreement.

The CFO Employment Agreement contains customary non-compete, non-solicitation, and other restrictive covenants to which Mr. Watanabe is subject during the term of his employment and for a 12-month period following termination for Cause or resignation without Good Reason.

The foregoing description of the CFO Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the CFO Employment Agreement, a copy of which is filed as Exhibit 10.4 to this Current Report on Form 8-K and incorporated herein by reference.

The Company expects to issue a press release on October 6, 2021, announcing Mr. Watanabe's appointment as Chief Financial Officer. A copy of the press release is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Resignation of Jim Cerna

On September 29, 2021, Jim Cerna resigned as the Company's Chief Financial Officer and was appointed as the Company's Head of Strategic Initiatives, pursuant to a letter agreement (the "Letter Agreement"). Under the terms of the Letter Agreement, Mr. Cerna will assist the Company's transition to its new Chief Financial Officer as well as assist the Company in evaluating certain strategic business opportunities. Under the Letter Agreement, Mr. Cerna will receive a salary of $17,500 per month. The Employment Letter has a term ending on June 1, 2022, unless further extended by mutual agreement. In connection with his signing of the Letter Agreement, Mr. Cerna entered into the Company's standard form of Transition and Separation and General Release Agreement.

The foregoing description of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Letter Agreement, a copy of which is filed as Exhibit 10.4 to this Current Report on Form 8-K and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On October 6, 2021, the Company plans to issue press releases relating to the information set forth above, copies of which are furnished as Exhibits 99.1 and 99.2 to this Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
4.1	Form of Warrant
10.1	Form of Purchase Agreement
10.2	Form of Lock-Up Agreement
10.3	CFO Employment Agreement, dated 29, 2021, between Loop Media, Inc. and Neil Watanabe.
10.4	Letter Agreement, dated September 29, 2021, between Loop Media, Inc. and Jim Cerna.
99.1	Press Release of Loop Media, Inc. issued October 6, 2021, entitled "Loop Media Announces Appointment of New Board Members and Establishment Of New Board Committees."
99.2	Press Release of Loop Media, Inc. issued October 6, 2021, entitled "Loop Media Appoints New Chief Financial Officer."
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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.

Date: October 5, 2021

LOOP MEDIA, INC.

By: /s/ Jon Niermann
Jon Niermann, CEO

NEITHER THIS WARRANT, NOR THE SECURITIES ISSUABLE UPON EXERCISE HEREOF, HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933"), OR QUALIFIED UNDER THE CALIFORNIA CORPORATE SECURITIES LAW OF 1968 OR OTHER APPLICABLE SECURITIES LAWS ("STATE SECURITIES LAWS"), AND THIS WARRANT HAS BEEN, AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF, WILL BE, ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR FOR RESALE IN CONNECTION WITH, ANY DISTRIBUTION THEREOF. NO SUCH SALE OR OTHER DISPOSITION MAY BE MADE WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 AND QUALIFICATION UNDER STATE SECURITIES LAWS RELATED THERETO OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY (AS THAT TERM IS DEFINED BELOW) AND ITS COUNSEL, THAT SAID REGISTRATION AND QUALIFICATION ARE NOT REQUIRED UNDER THE SECURITIES ACT OF 1933 AND STATE SECURITIES LAWS, RESPECTIVELY, OR UNLESS SOLD PURSUANT TO RULE 144 UNDER THE SECURITIES ACT OF 1933.

LOOP MEDIA, INC.

COMMON STOCK WARRANT

Aggregate Exercise Price: $ [ ]
Aggregate Exercisable Warrant Shares: [ ]

Issue Date: [ ]
Warrant Number: CSW- 21-[ ]

This certifies that Sake TN LLC ("**Investor**"), or any party to whom this Common Stock Warrant (this "**Warrant**") is assigned in compliance with the terms hereof (Investor and any such assignee being hereinafter sometimes referenced as "**Holder**"), is entitled to subscribe for and purchase the number of shares of fully paid and nonassessable Warrant Stock (as such term is described below) of Loop Media, Inc., a Nevada corporation (the "**Company**"), that has an aggregate purchase price equal to the Aggregate Exercise Price (as defined below). The purchase price of each such share of Warrant Stock shall be equal to the Warrant Exercise Price (as defined below). This Warrant may be exercised during the period commencing upon the date first written above and ending on [ ], 2024.

ARTICLE I
DEFINITIONS

1.1 **"Aggregate Exercise Price"** means $[ ].

1.2 **"Change of Control"** means the consummation of: (a) a sale, transfer, exclusive license or other disposition, in one transaction or a series of related transactions, of all or substantially all of the Company's and its subsidiaries' assets, taken as a whole (except where such sale, transfer, license or other disposition is to a wholly-owned subsidiary of the Company); (b) the merger or consolidation of the Company with or into another entity, except any merger or consolidation in which the holders of capital stock of the Company immediately prior to such merger or consolidation continue to hold a majority of the voting power of the capital stock of the Company or the surviving or acquiring entity, (or, if the surviving or acquiring entity is a wholly owned subsidiary of another party immediately following such merger or consolidation, the parent entity of such surviving or acquiring entity); (c) the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of the Company's securities), of the Company's securities if, after such consummation, such person or group of affiliated persons would hold 50% or more of the outstanding voting stock of the Company's (or the surviving or acquiring entity, or the parent entity of such surviving or acquiring entity); or (d) a liquidation, voluntary or involuntary dissolution or winding up of the Company.

1.3 **"Holder"** shall have the meaning set forth in the introductory paragraph of this Warrant.

1.4 **"Investor"** shall have the meaning set forth in the introductory paragraph of this Warrant.

1.5 **"Other Stock"** means the securities of the Company into which Warrant Stock may be converted pursuant to the terms of Warrant Stock, which may include but not be limited to another class or series of common stock of the Company, but only if the terms of the Warrant Stock provide for such conversion.

1.6 **"Rights"** means any options, warrants, or rights to purchase common stock or convertible securities.

1.7 **"Securities Act"** shall have the meaning set forth in the introductory paragraph of this Warrant.

1.8 **"Warrant Exercise Price"** means $2.75.

1.9 **"Warrant Stock"** means the Company's Common Stock.

ARTICLE II
EXERCISE AND PAYMENT

2.1 **Cash Exercise**. The purchase rights represented by this Warrant may be exercised by Holder, in whole or in part, by the surrender of this Warrant at the principal office of the Company, accompanied by the form of Notice of Cash Exercise attached hereto as **Exhibit A-1**, and by the payment to the Company, by cash or by certified, cashier's or other check acceptable to the Company, of an amount equal to the aggregate Warrant Exercise Price (rounded up to the nearest whole cent) of the shares being purchased. If the Warrant Stock issuable under this Warrant has been automatically converted into Other Stock, this Warrant shall automatically convert into a right to purchase Other Stock, and the Warrant Exercise Price shall be divided by the number of shares of Other Stock which were received upon conversion of one share of such Warrant Stock at the time of such automatic conversion.

2.2 **Automatic Conversion**. If Warrant Stock has been automatically converted to Other Stock pursuant to the terms and conditions of the Warrant Stock, then this Warrant shall automatically convert into a right to purchase Other Stock and the number of shares of the Company's common stock to which Holder shall be entitled to purchase shall be multiplied by that number of shares of Other Stock which were received upon conversion of one share of such Warrant Stock at the time of such automatic conversion.

2.3 Stock Certificates. In the event of any exercise of the rights represented by this Warrant, unless the Company's common stock is held in book-entry only form, in which case the Company's transfer agent shall provide a statement of holdings, certificates for the shares of Warrant Stock so purchased shall be delivered to Holder within a reasonable time and, unless this Warrant has been fully exercised or has expired, a new Warrant representing the remaining unexercised portion hereof shall also be issued to Holder at such time. Notwithstanding the date of the delivery of the certificate(s) for such Warrant Stock, the person in whose name the certificate(s) for such Warrant Stock are to be issued shall be deemed to have become a stockholder of record on the next succeeding day on which the transfer books are open after the date of the appropriate Notice of Exercise is received by the Company.

2.4 Stock Fully Paid; Reservation of Shares. The Company covenants and agrees that all Warrant Stock which may be issued upon the exercise of the rights represented by this Warrant (any Other Stock receivable upon any conversion of Warrant Stock) will, upon issuance, be fully paid and nonassessable and free from all taxes, liens and charges with respect to the issue thereof (excluding taxes based on the income of Holder). The Company further covenants and agrees that during the period within which the rights represented by this Warrant may be exercised, the Company will at all times use its best efforts to have authorized and reserved for issuance a sufficient number of shares of its Warrant Stock or other securities as would be required upon the full exercise of the rights represented by this Warrant.

2.5 Fractional Shares. No fractional share of Warrant Stock will be issued in connection with any exercise hereof; in lieu of a fractional share upon complete exercise hereof, Holder may purchase a whole share by delivering payment equal to the appropriate portion of the then effective Warrant Exercise Price.

ARTICLE III
CERTAIN ADJUSTMENTS OF NUMBER OF SHARES PURCHASABLE AND WARRANT EXERCISE PRICE

The number and kind of securities purchasable upon the exercise of this Warrant and the Warrant Exercise Price shall be subject to adjustment from time to time upon the happening of certain events, as follows:

3.1 Reclassification, Consolidation or Merger. In case of, after the Warrant Stock is determinable: (a) any reclassification or change of outstanding securities issuable upon exercise of this Warrant; (b) any consolidation or merger of the Company with or into another corporation (other than a merger with another corporation in which the Company is a continuing corporation and which does not result in any reclassification, change or exchange of outstanding securities issuable upon exercise of this Warrant); or (c) any sale or transfer to another corporation of all, or substantially all, of the assets of the Company, in each case which does not constitute a Change of Control, then, and in each such event, the Company or such successor or purchasing corporation, as the case may be, shall execute a new Warrant of like form, tenor and effect and which will provide that Holder shall have the right to exercise such new Warrant and purchase upon such exercise, in lieu of each share of Warrant Stock theretofore issuable upon exercise of this Warrant, the kind and amount of securities, money and property receivable upon such reclassification, change, consolidation, merger, sale or transfer by a holder of one share of Warrant Stock issuable upon exercise of this Warrant had this Warrant been exercised immediately prior to such reclassification, change, consolidation, merger, sale or transfer. Such new Warrant shall be as nearly equivalent in all substantive respects as practicable to this Warrant and the adjustments provided in this Article III and the provisions of this Section 3.1, shall similarly apply to successive reclassifications, changes, consolidations, mergers, sales and transfers.

3.2 Subdivision or Combination of Shares. If the Company shall at any time while this Warrant remains outstanding and less than fully exercised: (a) divide its Warrant Stock, the number of shares into which this Warrant shall be exercisable shall be proportionately increased and the Warrant Exercise Price shall be proportionately reduced; or (b) shall combine shares of its Warrant Stock, the number of shares into which this Warrant shall be exercisable shall be proportionately decreased and the Warrant Exercise Price shall be proportionately increased.

3.3 Adjustments for Dividends in Stock or other Securities or Property. If while this Warrant, or any portion hereof, remains outstanding and less than fully exercised Holders of the securities as to which purchase rights under this Warrant exist at the time shall have received, or, on or after the record date fixed for the determination of eligible stockholders, shall have become entitled to receive, without payment therefor, other or additional stock or other securities or property (other than cash) of the Company by way of dividend, then and in each case, this Warrant shall represent the right to acquire, in addition to the number of shares of the security receivable upon exercise of this Warrant, and without payment of any additional consideration therefor, the amount of such other or additional stock or other securities or property (other than cash) of the Company which such holder would hold on the date of such exercise had it been the holder of record of the security receivable upon exercise of this Warrant on the date hereof and had thereafter, during the period from the date hereof to and including the date of such event, retained such shares and/or all such other additional stock during such period, giving effect to all adjustments called for during such period by the provisions of this Section 3.3.

3.4 Time of Adjustments to the Warrant Exercise Price. All adjustments to the Warrant Exercise Price and the number of shares purchasable hereunder, unless otherwise specified herein, shall be effective as of the earlier of:

(a) the effective date of a division or combination of shares; and

(b) the record date of any action of holders of any class of the Company's equity taken for the purpose of entitling holders of Warrant Stock to receive a distribution or dividend payable in securities of the Company, provided that such division, combination, distribution or dividend actually occurs.

3.5 Notice of Adjustments. In each case of an adjustment in the Warrant Exercise Price and the number of shares purchasable hereunder, the Company, at its expense, shall cause the Chief Financial Officer of the Company to compute such adjustment and prepare a certificate setting forth such adjustment and showing in detail the facts upon which such adjustment is based. The Company shall mail a copy of each such certificate to Holder pursuant to Section 6.7 hereof.

3.6 Duration of Adjusted Warrant Exercise Price. Following each adjustment of the Warrant Exercise Price, such adjusted Warrant Exercise Price shall remain in effect until a further adjustment of the Warrant Exercise Price.

3.7 Adjustment of Number of Shares. Upon each adjustment of the Warrant Exercise Price pursuant to this Article III, the number of shares of Warrant Stock purchasable hereunder shall be adjusted to the nearest whole share, to the number obtained by dividing the Aggregate Exercise Price by the Warrant Exercise Price as adjusted.

ARTICLE IV
TRANSFER, EXCHANGE AND LOSS

4.1 Transfers. Subject to applicable law, this Warrant is transferable on the books of the Company at its principal office by the registered Holder hereof upon surrender of this Warrant properly endorsed, subject to compliance with federal and state securities laws. The Company shall issue and deliver to the transferee a new Warrant or Warrants representing the Warrants so transferred. Upon any partial transfer, the Company will issue and deliver to Holder a new Warrant or Warrants with respect to the

Warrants not so transferred, at Holder's cost and expense. Notwithstanding the foregoing, Holder shall not be entitled to transfer a number of shares or an interest in this Warrant representing less than fifty percent (50%) of the Aggregate Exercise Price initially covered by this Warrant. Any transferee shall be subject to the same restrictions on transfer with respect to this Warrant as the Investor.

4.2 Securities Laws. If required by the Company, in connection with each issuance of shares of Warrant Stock upon exercise of this Warrant, Holder will give: (a) assurances in writing, satisfactory to the Company, that such shares are being purchased solely for Holder's own account and not as a nominee for any other party, for investment and not with a view to the distribution thereof in violation of applicable laws, (b) sufficient information, in writing, to enable the Company to rely on exemptions from the registration or qualification requirements of applicable laws, if available, with respect to such exercise, and (c) its cooperation to the Company in connection with such compliance.

4.3 Exchange. This Warrant is exchangeable at the principal office of the Company for Warrants which represent, in the aggregate, Holder's rights to purchase the number of shares of Warrant Stock at the Warrant Exercise Price, as set forth above, subject to adjustment from time to time as set forth herein; each new Warrant to represent the right to purchase such portion thereof as Holder shall designate at the time of such exchange. Each new Warrant shall be identical in form and content to this Warrant, except for appropriate changes in the number of shares of Warrant Stock covered thereby and any other changes which are necessary in order to prevent the Warrant exchange from changing the respective rights and obligations of the Company and Holder as they existed immediately prior to such exchange.

4.4 Loss or Mutilation. Upon receipt by the Company of evidence satisfactory to it of the ownership of, and the loss, theft, destruction or mutilation of, this Warrant and (in the case of loss, theft, or destruction) of indemnity satisfactory to it, and (in the case of mutilation) upon surrender and cancellation hereof, the Company will execute and deliver in lieu hereof a new Warrant.

ARTICLE V
HOLDER RIGHTS

5.1 No Stockholder Rights Until Exercise. No Holder hereof, solely by virtue hereof, shall be entitled to any rights as a shareholder of the Company. Holder shall have all rights of a stockholder with respect to securities purchased upon exercise hereof as of the date set forth in Section 2.

ARTICLE VI
MISCELLANEOUS

6.1 Governmental Approvals. The Company will from time to time take all action which may be necessary to obtain and keep effective any and all permits, consents and approvals of governmental agencies and authorities and securities acts filings under federal and state laws, which may be or become requisite in connection with the issuance, sale, and delivery of this Warrant, and the issuance, sale and delivery of the Warrant Stock or other securities or property issuable or deliverable upon exercise of this Warrant.

6.2 Governing Laws. This Warrant will be governed by and construed in accordance with the laws of the State of Nevada, excluding that body of laws pertaining to conflict of laws. If any provision of this Warrant is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. If such clause or provision cannot be so enforced, such provision shall be stricken from this Warrant, as applicable, and the remainder of this Warrant, as applicable, shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Warrant, as applicable.

6.3 Binding Upon Successors and Assigns. Subject to, and unless otherwise provided in, this Warrant, each and all of the covenants, terms, provisions, and agreements contained herein shall be binding upon, and inure to the benefit of the permitted successors, executors, heirs, representatives, administrators and assigns of the parties hereto.

6.4 Severability. If any one or more provisions of this Warrant, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Warrant and the application of such provisions to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto. The parties further agree to replace any such void or unenforceable provisions of this Warrant with valid and enforceable provisions which will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provisions.

6.5 Amendments, Waivers, Modifications. This Warrant may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Warrant will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provision as to that or any other instance. No waiver granted under this Warrant as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein or therein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

6.6 Attorneys' Fees. Should suit be brought to enforce or interpret any part of this Warrant, the prevailing party shall be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court (including without limitation, costs, expenses and fees on any appeal). The prevailing party shall be the party entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment. A party not entitled to recover its costs shall not be entitled to recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining if a party is entitled to recover costs or attorneys' fees.

6.7 Notices. Any notice, other communication or payment required or permitted hereunder shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by e-mail or facsimile (upon customary confirmation of receipt), or forty- eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or fax number as set forth in the Company's records.

6.8 No Endorsement. Holder understands that no federal or state securities administrator has made any finding or determination relating to the fairness of investment in the Company or purchase of the Warrant Stock hereunder and that no federal or state securities administrator has recommended or endorsed the offering of securities by the Company hereunder.

6.9 Further Assurances. The Company and Holder each agree to cooperate fully with the other and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by the other party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Warrant.

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INVESTOR ACKNOWLEDGES THAT IT HAS BEEN ADVISED TO CONSULT ITS OWN TAX ADVISOR WITH SPECIFIC REFERENCE TO ITS OWN TAX SITUATION AND THE POTENTIAL EFFECT OF APPLICABLE LAWS AND REGULATIONS. THE COMPANY HAS NOT AND DOES NOT PROVIDE ANY ADVICE CONCERNING ANY OF THE POTENTIAL TAX CONSIDERATIONS AND CONSEQUENCES RELATING TO THE ACQUISITION, OWNERSHIP OR DISPOSITION OF THIS WARRANT OR THE WARRANT STOCK. IN ADDITION, THE COMPANY HAS NOT OBTAINED, NOR DOES IT INTEND TO OBTAIN, A RULING FROM THE IRS OR AN OPINION OF COUNSEL WITH RESPECT TO ANY TAX CONSEQUENCES OF ACQUIRING, OWNING OR DISPOSING OF THIS WARRANT OR THE WARRANT STOCK.

THE COMPANY IS NOT RESPONSIBLE, NOR DOES IT DIRECTLY OR INDIRECTLY ASSUME RESPONSIBILITY, FOR THE TAX OR LEGAL CONSEQUENCES OF THIS WARRANT OR THE TRANSACTION TO INVESTOR. INVESTOR SHOULD CONSULT ITS OWN TAX AND LEGAL ADVISORS AS TO THE PARTICULAR TAX AND LEGAL CONSEQUENCES TO IT OF ACQUIRING, HOLDING OR DISPOSING OF THIS WARRANT OR THE WARRANT STOCK, INCLUDING THE EFFECT AND APPLICABILITY OF FEDERAL, STATE AND LOCAL TAX LAWS.

IN WITNESS WHEREOF, the parties hereto have executed this Common Stock Warrant as of the date first set forth above.

LOOP MEDIA, INC., a Nevada corporation

By: _____
Jon Niermann, CEO

Accepted By Investor:

[Name]

By: _____
Name:
Title:

Address:

Exhibit A-1

NOTICE OF EXERCISE OF COMMON STOCK WARRANT
BY CASH PAYMENT OF WARRANT EXERCISE PRICE

[Date]

Loop Media, Inc.

Attention: Chief Executive Officer

Aggregate Exercise Price of Warrant Before Exercise:	$	_____
Aggregate Exercise Price Being Exercised:	$	_____
Warrant Exercise Price: per share	$	_____
Number of Shares of Warrant Stock to be Issued Under this Notice:		_____
		_____
Remainder Aggregate Price (if any) After Issuance:	$	_____

CASH EXERCISE

Ladies and Gentlemen:

The undersigned registered Holder of the Common Stock Warrant delivered herewith (**"Warrant"**), hereby irrevocably exercises such Warrant for, and purchases thereunder, shares of the Warrant Stock of Loop Media, Inc., a Nevada corporation, as provided below. Capitalized terms used herein, unless otherwise defined herein, shall have the meanings given in the Warrant. The portion of the Aggregate Exercise Price (as defined in the Warrant) to be applied toward the purchase of Warrant Stock pursuant to this Notice of Exercise is $_____, thereby leaving a remainder Aggregate Exercise Price (if any) equal to $_____. Such exercise shall be pursuant to the cash exercise provisions of Section 2.1 of the Warrant. Therefore, Holder makes payment with this Notice of Exercise by way of check payable to the Company in the amount of $_____. Such check is payment in full under the Warrant for _____ shares of Warrant Stock based upon the Warrant Exercise Price as currently in effect under the Warrant. Holder requests that the shares of Warrant Stock be issued in the name of _____ and delivered to _____.

To the extent the foregoing exercise is for less than the full Aggregate Exercise Price, a Replacement Warrant representing the remainder of the Aggregate Exercise Price and otherwise of like form, tenor and effect should be delivered to Holder along with the share certificates evidencing the Warrant Stock issued in response to this Notice of Exercise.

Exhibit 10.1

SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (this "**Agreement**") is dated as of September 30, 2021, between Loop Media, Inc., a Nevada corporation (the "**Company**"), and each purchaser identified on the signature pages hereto, whether such purchaser is or becomes a signature as of the Initial Closing or any Subsequent Closing (each, including its successors and assigns, a "**Purchaser**" and collectively the "**Purchasers**"), and is effective as of the date affixed on each signature page below (the "**Effective Date**").

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(a)(2) under the Securities Act of 1933, as amended (the "**Securities Act**"), and Rule 506(c) promulgated thereunder, the Company is selling, in a private placement (the "**Offering**"), up to 8,000,000 shares of common stock, par value $0.0001 per share, of the Company (the "**Shares**") and up to 8,800,000 common stock warrants of the Company ("**Common Stock Warrants**," and together with the Shares, the "**Securities**") in substantially the form of Warrant attached to this agreement as **Exhibit A**;

WHEREAS, the Company will sell one Share and one Common Stock Warrant for an aggregate purchase price of $1.25 (the "**Purchase Price**"), with a total Offering amount of up to $10,000,000 (the "**Aggregate Offering Amount**");

WHEREAS, the Common Stock Warrants will each be exercisable for one Share of the Company's common stock at an exercise price of $2.75 per share;

WHEREAS, the Company will deliver an additional 800,000 Common Stock Warrants ("**Lead Investor Warrant Shares**") to any Purchaser (together with such Purchaser's affiliates) who pays in aggregate one half or more of the Aggregate Offering Amount to purchase Securities in the Offering; and

WHEREAS, the Company desires, at the Initial Closing or any Subsequent Closing during the Offering Period, to issue and sell to each Purchaser, and each Purchaser, severally and not jointly, desires to purchase from the Company, the Securities as more fully described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and each Purchaser agree as follows:

ARTICLE I.
DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the terms contained herein have the meanings set forth in Appendix 1:

ARTICLE II.
PURCHASE AND SALE OF THE SHARES

2.1 The Offering; Offering Period; No Minimum Offering.

(a) The purchase and sale of the Securities by the Company to the Purchasers shall occur at one or more Closings of the Offering to occur during a period (the "**Offering Period**") beginning on July 1, 2021, and ending on the first to occur of: (a) September 30, 2021, (b) the date on which the Aggregate Offering Amount is raised by the Company in the Offering or (c) the date on which the Company, in its sole and absolute discretion, elects to terminate the Offering (it being agreed that no notice to the Purchasers shall be required in connection with such termination by the Company). The Offering Period may be extended for an additional ninety (90) days in the sole discretion of the Company. The Company may conduct multiple Closings during the Offering Period. The initial Closing of the Offering (the "**Initial Closing**") shall occur on the date first written above, subject to the satisfaction of the conditions set forth herein. The Company may, in its sole discretion and subject to the satisfaction of the conditions set forth herein, conduct subsequent Closings of the Offering (each, a "**Subsequent Closing**") until the conclusion of the Offering Period. Purchasers signing a counterpart signature page to this Agreement as of a Closing Date shall become parties to this Agreement only as of such Closing Date.

(b) Each Purchaser expressly acknowledges and agrees that the Company shall not be obligated, and may be unable, to sell the Aggregate Offering Amount, and that the Offering is being undertaken on a "best efforts/no minimum" basis only, meaning that the Company may, and shall have the absolute right in its sole discretion, to sell any amount of Securities in the Offering, including for less than the Aggregate Offering Amount. Each Purchaser acknowledges that they have been informed that they should not purchase any Securities in the expectation that any specific aggregate amount is to be raised in the Offering.

2.2 Closings. On each Closing Date, upon the terms and subject to the conditions set forth herein, substantially concurrent with the execution and delivery of this Agreement by the Company and the applicable Purchasers, the Company agrees to sell, and each Purchaser, severally and not jointly with the other Purchasers (as the case may be), agrees to purchase, the Securities indicated on such Purchaser's signature page hereto. Prior to each Closing Date, each Purchaser shall deliver to the Company, via wire transfer, in immediately available funds, such Purchaser's Subscription Amount as set forth on the signature page hereto, and the Company shall deliver to each Purchaser its respective Securities, and the Company and each Purchaser shall deliver the other items set forth in Section 2.3 deliverable at the applicable Closing. Upon satisfaction of the covenants and conditions set forth in Sections 2.3 and 2.4, the applicable Closing shall occur remotely via the delivery of electronic Closing documents.

2.3 Deliveries.

(a) On or prior to any Closing Date, the Company shall deliver or cause to be delivered to each Purchaser participating in the applicable Closing the following: (i) this Agreement duly executed by the Company; (ii) a copy of the irrevocable instructions to the Transfer Agent instructing the Transfer Agent to deliver a number of Shares equal to such Purchaser's Subscription Amount divided by the Purchase Price, registered in the name of such Purchaser; and (iii) a number of Warrants equal to such Purchaser's Subscription Amount divided by the Purchase Price, registered in the name of such Purchaser.

(b) On or prior to any Closing Date, each Purchaser participating in the applicable Closing shall deliver or cause to be delivered to the Company the following: (i) this Agreement duly executed by such Purchaser; (ii) an Accredited Investor Questionnaire (in the form set out as Exhibit B hereto), duly executed by the Purchaser; (iii) such Purchaser's Subscription Amount by wire transfer to the Company; and (iv) the Lock-Up Agreements (in the form attached hereto as Exhibit C).

2.4 Closing Conditions.

(a) The obligations of the Company hereunder in connection with any Closing are subject to the following conditions being met: (i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) on the Closing Date of the representations and warranties of each Purchaser contained herein (unless as of a specific date therein in which case they shall be accurate as of such date); (ii) all obligations, covenants and agreements of each Purchaser required to be performed at or prior to the Closing Date shall have been performed; and (iii) the delivery by each Purchaser of the items set forth in Section 2.3(b) of this Agreement.

(b) The respective obligations of the Purchasers hereunder in connection with any Closing are subject to the following conditions being met: (i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the Closing Date of the representations and warranties of the Company contained herein (unless as of a specific date therein in which case they shall be accurate as of such date); (ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed; and (iii) the delivery by the Company of the items set forth in Section 2.3(a) of this Agreement.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Except as set forth in the Disclosure Schedule, which Disclosure Schedule shall be deemed a part hereof and shall qualify any representation or otherwise made herein to the extent of the disclosure contained in the corresponding section of the Disclosure Schedule, and except as disclosed in the SEC Reports (as defined below), the Company hereby makes the following representations and warranties to each Purchaser:

(a) Subsidiaries; Organization and Qualification; Authorization; Enforcement. The Company does not have any direct or indirect subsidiaries, other than EON Media, Inc., a Singapore incorporated company. The Company is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of Nevada, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is not in violation nor default of any of the provisions of its articles of incorporation, bylaws or other organizational or charter documents. The Company is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in a Material Adverse Effect and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations thereunder. Each Transaction Document to which it is a party will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) No Conflicts. The execution, delivery and performance by the Company of the Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not conflict with or violate any provision of the Company's articles of incorporation, bylaws or other organizational or charter documents.

(c) Filings, Consents and Approvals; Issuance of the Securities. Except for those that have already been obtained, the Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than: (i) the filings required by the Commission related to the Securities in this offering and (ii) such filings as are required to be made under applicable state securities laws (collectively, the "**Required Approvals**"). The Shares are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company. The Warrant, when issued, sold, and delivered against payment therefor in accordance with the provisions of this Agreement and the Common Stock Warrants, and the shares of Common Stock to be issued upon exercise of the Warrant, when issued in compliance with the provisions of the Transaction Documents, will be duly and validly issued, fully paid and nonassessable and free of any Liens and issued in compliance with all applicable federal and state securities laws.

(d) Capitalization. The capitalization of the Company is as set forth in the Company's SEC Reports and as contemplated by the sale of Securities under this Agreement. Except as set forth in the SEC Reports, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock.

(e) SEC Reports; Financial Statements. Except as disclosed in the Company's SEC Reports, the Company has filed all reports, schedules, forms, statements and other documents required to be filed or submitted by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or15(d) thereof, for the 12 months preceding the date hereof (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, and the Audited Financial Statements, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("**GAAP**"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments. The Audited Financial Statements of the Company comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect on the date hereof. Such Audited Financial Statements have been prepared in accordance with GAAP, except as may be otherwise specified in such financial statements or the notes thereto, except as such Audited Financial Statements are subject to immaterial adjustments or changes in connection with the Independent Auditors' finalization of their audit report for the annual financial statements and their review of the quarterly financial statements and except that the quarterly financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited quarterly statements, to normal, immaterial, year-end audit adjustments.

(f) Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the Audited Financial Statements included within the SEC Reports, except as specifically disclosed in an SEC Report filed prior to the date hereof, except for the issuance of the Securities contemplated by this Agreement or except as set forth on Schedule 3.1(i), there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect.

(g) Intellectual Property. The Company has, or has rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights as described in the SEC Reports as necessary or required for use in connection with its business and which the failure to so have could have a Material Adverse Effect (collectively, the "Intellectual Property Rights").

(h) Accountants. Marcum LLP is the Company's independent registered accounting firm (the "Independent Auditors"). To the knowledge and belief of the Company, such accounting firm (i) is a registered public accounting firm as required by the Exchange Act and (ii) is expected to express its opinion or has expressed its opinion with respect to the Audited Financial Statements and (iii) is expected to review the Company's quarterly financial statements for the six-month period ended June 30, 2021.

3.2 Representations and Warranties of the Purchasers. Each Purchaser, for itself and for no other Purchaser, hereby represents and warrants as of the date hereof and as of the applicable Closing Date to the Company as follows (unless as of a specific date therein):

(a) Disclosure. Such Purchaser has access to and fully reviewed all SEC Reports. Such Purchaser is aware that an investment in the Securities is highly speculative and subject to significant risks and has carefully read and considered all information provided to it or otherwise publicly available. Such Purchaser acknowledges that it has had access to the management of the Company and has had the opportunity to ask questions and receive answers regarding an investment in the Securities.

(b) Organization; Authority. Such Purchaser is either an individual or an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by such Purchaser of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of such Purchaser. Each Transaction Document to which it is a party has been duly executed by such Purchaser, and when delivered by such Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of such Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(c) Understandings or Arrangements. Such Purchaser is acquiring the Securities as principal for its own account and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities (this representation and warranty not limiting such Purchaser's right to sell the Securities in compliance with applicable federal and state securities laws). Such Purchaser is acquiring the Securities hereunder in the ordinary course of its business. In connection with its decision to purchase the Securities, the Purchaser received and is relying only upon the SEC Reports, the Audited Financial Statements, the information referred to in the Disclosure Schedule and the Transaction Documents and the documents incorporated by reference therein and has not relied on any other information provided by the Company or any individual or entity acting on behalf of the Company.

(d) Experience of Such Purchaser. Such Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. Such Purchaser is able to bear the economic risk of an investment in the Securities and is able to afford a complete loss of such investment.

(e) No Company Advice. Such Purchaser understands that nothing in this Agreement or any other materials presented to such Purchaser in connection with the purchase and sale of the Securities constitutes legal, tax or investment advice by the Company or any individual or entity acting on behalf of the Company. Such Purchaser has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of the Securities.

(f) Accredited Investor Questionnaire. Each Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. Each Purchaser shall furnish any additional information requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Securities, including an executed copy of an Accredited Investor Questionnaire in the form attached hereto as Exhibit B. Purchaser represents that such document is true, complete and accurate in all respects.

(g) Restricted Shares. Such Purchaser acknowledges that the Securities are restricted securities and must be held indefinitely unless subsequently registered under the Securities Act or the Company receives an opinion of counsel reasonably satisfactory to the Company that such registration is not required. Such Purchaser acknowledges that certificates evidencing the Securities shall bear a restrictive legend set forth in Section 4.1 hereof. Such Purchaser is aware of the provisions of Rule 144 promulgated under the Securities Act which provide a safe harbor for the limited resale of stock purchased in a private placement subject to the satisfaction of certain conditions (if applicable), including, among other things, the existence of a public market for the stock, the availability of certain current public information about the Company, the resale occurring after certain holding periods have been met, the sale being conducted through a "broker's transaction" or a transaction directly with a "market maker" and the number of shares of the stock being sold during any three-month period not exceeding specified limitations. Such Purchaser further acknowledges and understands that the Company may not be satisfying the current public information requirement of Rule 144 at the time such Purchaser wishes to sell the Securities and, if so, such Purchaser may be precluded from selling the Securities under Rule 144 even if the required holding period has been satisfied.

(h) No General Solicitation. Such Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine, e-mail or by electronic means on the internet, or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

ARTICLE IV.
RESTRICTIVE LEGEND

4.1 Transfer Restrictions. The Shares may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of Shares other than pursuant to an effective registration statement or Rule 144, the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company, to the effect that such transfer does not require registration of such transferred Shares under the Securities Act. The Purchasers agree to the imprinting, so long as is required by this Section 4.1, of a legend on any of the Shares in substantially the following form:

THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

Each Purchaser, severally and not jointly with the other Purchasers, agrees with the Company that such Purchaser will sell any Shares pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if Shares are sold pursuant to a registration statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from certificates representing Shares as set forth in this Section 4.1 is predicated upon the Company's reliance upon this understanding.

4.2 State Legends. If required by the authorities of any State in connection with the issuance of the Shares, the legend or legends required by such State authorities shall also be endorsed on all such certificates.

ARTICLE V.

MISCELLANEOUS

5.1 Termination. This Agreement may be terminated by any Purchaser, as to such Purchaser's obligations hereunder only and without any effect whatsoever on the obligations between the Company and the other Purchasers, by written notice to the other parties, if the applicable Closing in which such Purchaser is participating has not been consummated on or before the fifteenth (15th) Business Day following such Purchaser's execution of this Agreement and delivery of the items referred to in Section 2.3(b) to the Company; provided, however, that no such termination will affect the right of any party to sue for any breach by any other party (or parties).

5.2 Fees and Expenses. Each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement.

5.3 Entire Agreement. The Transaction Documents contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be delivered to the address for such notices and communications as set forth on the signature pages attached hereto.

5.5 Amendments; Waivers. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Company and the Purchasers holding at least 67% in interest of the Securities to be subscribed under this Agreement, as evidenced by a Purchasers delivery of the items set forth in Section 2.3(b) or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought.

5.6 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

5.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Any Purchaser may assign any or all of its rights under this Agreement to any Person to whom such Purchaser assigns or transfers any Securities, provided that such transferee agrees in writing to be bound, with respect to the transferred Securities, by the provisions of the Transaction Documents that apply to the "Purchasers."

5.8 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

5.9 Governing Law; Venue. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the state of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in New York for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any Action or Proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such Action or Proceeding is improper or is an inconvenient venue for such Proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such Action or Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

5.10 **WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.**

5.11 Survival. The representations and warranties contained herein shall survive the applicable Closing and the delivery of the Securities.

5.12 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

5.13 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

5.14 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchasers and the Company will be entitled to specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any Action for specific performance of any such obligation the defense that a remedy at law would be adequate.

5.15 Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under any Transaction Document are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance or non-performance of the obligations of any other Purchaser under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Purchaser shall be entitled to independently protect and enforce its rights including, without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any Proceeding for such purpose. Each Purchaser has been represented by its own separate legal counsel in its review and negotiation of the Transaction Documents. The Company has elected to provide all Purchasers with the same terms and Transaction Documents for the convenience of the

Company and not because it was required or requested to do so by any of the Purchasers.

5.16 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

5.17 Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

LOOP MEDIA, INC.

By: _____

Name: Jon Niermann
Title: CEO and Co-Founder

Address for Notice:
700 N. Central Avenue, Suite 430
Glendale, CA 91203
Email: jon@loop.tv

With a copy to:

Patrick J. Sheil
34 S. Erie Avenue, Suite 4
Montauk, New York 11954
Email: patrick@loop.tv

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOR PURCHASER FOLLOWS]

**PURCHASER SIGNATURE PAGE TO LOOP MEDIA, INC.
SHARES PURCHASE AGREEMENT**

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the Effective Date noted below.

Name of Purchaser: _____

Signature of
Authorized Signatory of Purchaser: _____

Name of Authorized Signatory (if applicable): _____

Title of Authorized Signatory (if applicable): _____

Effective Date:
Date funds received:

Email Address of Authorized Signatory: _____

Address for Notice to Purchaser:

_____

_____

Address for Delivery of Securities to Purchaser (if not same as address for notice):

_____

_____

Subscription Amount: $

Shares:

Number of Warrant Shares for which the Warrant is initially exercisable @$2.75 per Warrant:

Social Security or EIN Number:

Appendix 1

DEFINITIONS

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act.

"Audited Financial Statements" means the Company's audited year-end financial statements for the years ended December 31, 2019 and 2020, as filed under the Exchange Act, pursuant to Section 13(a) or 15(d) thereof and included in SEC Reports.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of California are authorized or required by law or other governmental action to close.

"Closing" means any closing of the purchase and sale of the Securities pursuant to this Agreement, including the Initial Closing and any Subsequent Closing.

"Closing Date" means, in connection with any Closing, the Trading Day on which all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) the applicable Purchasers' obligations to pay the Subscription Amount and (ii) the Company's obligations to deliver the Securities, in each case, have been satisfied or waived.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the common stock of the Company, par value $0.0001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

"Disclosure Schedule" means the Disclosure Schedule of the Company attached hereto and delivered concurrently herewith.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Liens" means a lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Lock-Up Agreement" means the Lock-Up Agreement, dated as of the date hereof, by and among the Company and the Purchasers of the Securities pursuant to this Agreement, in the form of Exhibit C attached hereto.

"Material Adverse Effect" means any of the following: (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document.

"Per Security Purchase Price" equals $1.25 per Security.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"Securities" means the Shares and the Common Stock Warrants.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Shares" means the shares of Common Stock issued or issuable to each Purchaser pursuant to this Agreement.

"Subscription Amount" means, as to each Purchaser, the aggregate amount to be paid for Securities purchased hereunder as specified below such Purchaser's name on the signature page of this Agreement and next to the heading "Subscription Amount," in United States dollars.

"Trading Day" means a day on which the Pink Open Market operated by OTC Markets Group, Inc. (or any successors thereof) is open for trading.

"Transaction Documents" means this Agreement, the Lock-Up Agreement, the Accredited Investor Questionnaire and all exhibits and schedules hereto or thereto, and any other documents or agreements executed in connection with the transactions contemplated hereunder.

"Transfer Agent" means ClearTrust LLC, the current transfer agent of the Company, with a mailing address of 16540 Pointe Village Dr., Suite 205, Lutz, Florida and a facsimile number of (813) 388- 4549, and any successor transfer agent of the Company.

Exhibit A

Common Stock Warrant

[See Attached]

Exhibit B

Accredited Investor Questionnaire

[See Attached]

Exhibit C

Lock Up Agreement

[See Attached]

Disclosure Schedule 3.1(i)

Non-Public Information Concerning the Company

[None]

Exhibit 10.2

Loop Media, Inc.

Re: Securities Purchase Agreement, dated as of the date of this Letter Agreement (the "Purchase Agreement"), between Loop Media, Inc., a Nevada corporation (the "Company"), and the purchasers signatory thereto (each, a "Purchaser" and, collectively, the "Purchasers") for the purchase of common shares of the Company, par value $0.0001 per share ("Shares") and warrants of the Company convertible into Shares ("Warrants").

Ladies and Gentlemen:

Defined terms not otherwise defined in this letter agreement (this "**Letter Agreement**") shall have the meanings set forth in the Purchase Agreement. Pursuant to Section 2.3(b)(iv) of the Purchase Agreement and in satisfaction of a condition of the Company's obligations under the Purchase Agreement, the undersigned irrevocably agrees with the Company that, for a period of time that is the lesser of (i) the period beginning on the date hereof and ending on the Officer Lock-up Termination Date ; and (ii) the date that is one year from the date hereof (such period, the "**Restriction Period**"), the undersigned will not offer, sell, contract to sell, hypothecate, pledge or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any Affiliate of the undersigned or any person in privity with the undersigned or any Affiliate of the undersigned), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the U.S. Securities Exchange Act of 1934 (the "**Exchange Act**")with respect to, any Shares acquired pursuant to the Purchase Agreement, including any Shares obtained as a result of the exercise of the Warrants, and any Shares received as a result of owning such Shares, or Common Stock Equivalents, including the Warrants, beneficially owned, held or hereafter acquired by the undersigned (the "**Securities**"), **other than transfers**: (A) as a bona fide gift or gifts; (B) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned; (C) pursuant to a qualified domestic order or in connection with a divorce settlement; (D) by will or intestate succession to the legal representative, heir, beneficiary or immediate family of the undersigned upon the death of the undersigned; or (E) in sales to "accredited investors" within the meaning of the U.S. Securities Act of 1933 in a private placement that is not a sale on the OTC MKT or on any national securities exchange, provided that, (1) in the case of any transfer, distribution or sale pursuant to clauses (A) through (E), it shall be a condition precedent to any such transfer or distribution that prior to any such transfer, each donee, trustee, distributee, transferee, or purchaser, as the case may be, delivers to the Company a signed lock-up agreement, substantially in the form of this Letter Agreement, for the balance of the Restriction Period; (2) in the case of transfers pursuant to clauses (A) through (D), any such transfer shall not involve a disposition for value; (3) in the case of any transfer pursuant to clauses (A) through (C) or Clause (E), such transfers are not required to be reported with the Commission under the Exchange Act; and (4) in the case of any transfer pursuant to clauses (A) through (E), the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers.

As used herein:

(i) "immediate family" shall mean the spouse, domestic partner, lineal descendant, father, mother, brother, sister, or any other person with whom the undersigned has a relationship by blood, marriage or adoption not more remote than first cousin;

(ii) "Affiliate" means any Person that, directly or indirectly through one of more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act of 1933, as amended;

(iii) "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or agency or subdivision thereof) or other entity of any kind; and

(iv) "Common Stock Equivalent" shall be defined as a security, including stock options, warrants, convertible bonds, preferred bonds, preferred stock, two-class common stock and contingent shares, that can be converted into common stock; and

(v) "Officer Lock-up Termination Date" means the ending date for the period for which officers and directors of the Company are "locked-up" after the closing of any public offering of common stock of the Company in connection with a listing of such common stock on a national securities exchange; provided that the Officer Lock-up Termination Date shall not be a date beyond six (6) months after such closing of any public offering.

Beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act. In order to enforce this covenant, the Company shall impose irrevocable stop-transfer instructions preventing the Transfer Agent from effecting any actions in violation of this Letter Agreement. The "Transfer Agent" means ClearTrust, LLC, the current transfer agent of the Company, with a mailing address of 16540 Pointe Village Drive, Suite 2305, Lutz, Florida 33558 and a facsimile number of +1 (813) 338-4549, and any successor transfer agent of the Company.

The undersigned acknowledges that the execution, delivery and performance of this Letter Agreement is a material inducement to the Company to complete the transactions contemplated by the Purchase Agreement and that the Company shall be entitled to specific performance of the undersigned's obligations hereunder. The undersigned hereby represents that the undersigned has the power and authority to execute, deliver and perform this Letter Agreement, that the undersigned has received adequate consideration therefor and that the undersigned will indirectly benefit from the closing of the transactions contemplated by the Purchase Agreement.

This Letter Agreement may not be amended or otherwise modified in any respect without the written consent of the Company and the undersigned. This Letter Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to the principles of conflict of laws. The undersigned hereby irrevocably submits to the exclusive jurisdiction of the United States District Court sitting in the Southern District of New York and the courts of the State of New York located in Manhattan, for the purposes of any suit, action or proceeding arising out of or relating to this Letter Agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The undersigned hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by receiving a copy thereof sent to the Company at the address in effect for notices to it under the Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. The undersigned hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. The undersigned agrees and understands that this Letter Agreement does not intend to create any relationship between the undersigned and any Purchaser, that no Purchaser is entitled to cast any votes on any matters contemplated herein or in the Purchase Agreement and that no issuance or sale of the Securities is created or intended by virtue of this Letter Agreement.

This Letter Agreement shall be binding on successors and assigns of the undersigned with respect to the Shares and any such successor or assign shall enter into a similar agreement for the benefit of the Purchasers.

This Letter Agreement shall automatically terminate, and the undersigned shall be released from its obligations hereunder, upon the termination of the Purchase Agreement prior to payment for and delivery of the securities of the Company sold thereunder.

[*Signature Page Follows*]

Very Truly Yours,

By: _____
Signature:

_____
Name of Securityholder/Director/Officer (Print exact name)

Date: _____

By: _____
Signature:

_____
Name of Securityholder/Director/Officer (Print exact name)

Date: _____

Exhibit 10.3

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "**Agreement**") is made and entered into as of the date set forth on the signature page hereto, by and between Loop Media, Inc., a Nevada corporation (the "**Company**"), and Neil Watanabe (hereinafter, the "**Executive**").

R E C I T A L S:

WHEREAS, the Executive is currently employed as the Chief Financial Officer of the Company; and

WHEREAS, the Executive possesses intimate knowledge of the business and affairs of the Company, its policies, methods and personnel; and

WHEREAS, the Board of Directors of the Company (the "**Board**") recognizes that the Executive is expected to contribute to the growth and success of the Company, and desires to assure the Company of the Executive's continued employment and to compensate him therefor; and

WHEREAS, the Board has determined that this Agreement will reinforce and encourage the Executive's continued attention and dedication to the Company; and

WHEREAS, the Executive is willing to make his services available to the Company on the terms and conditions hereinafter set forth.

NOW, **THEREFORE**, for the reasons set forth hereinabove, and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Employment**.

1.1 Employment and Term. The Company hereby agrees to employ the Executive and the Executive hereby agrees to serve the Company on the terms and conditions set forth herein.

1.2 Duties of Executive. During the Term of Employment under this Agreement, the Executive shall serve as the Chief Financial Officer of the Company, shall faithfully and diligently perform all services as may be assigned to him by the Board (provided that, such services shall not materially differ from the services currently provided by the Executive), and shall exercise such power and authority as may from time to time be delegated to him by the Board. The Executive shall devote his full time and attention to the business and affairs of the Company, render such services to the best of his ability, and use his reasonable best efforts to promote the interests of the Company. Notwithstanding the foregoing or any other provision of this Agreement, it shall not be a breach or violation of this Agreement for the Executive to: (a) serve on corporate, civic or charitable boards or committees; (b) deliver lectures, fulfill speaking engagements or teach at educational institutions; or (c) manage personal investments, so long as such activities do not significantly interfere with or significantly detract from the performance of the Executive's responsibilities to the Company in accordance with this Agreement.

2. **Term**.

2.1 Initial Term. The initial Term of Employment (as defined below) under this Agreement, and the employment of the Executive hereunder, shall commence on September 30, 2021 (the "**Commencement Date**") and shall expire on the date that is three years from the date hereof unless sooner terminated in accordance with Article 5 hereof (the "**Initial Term**").

2.2 Renewal Terms. At the end of the Initial Term, the Term of Employment automatically shall renew for successive three (3) year terms (subject to earlier termination as provided in Article 5 hereof), unless the Company or the Executive delivers written notice to the other at least three months prior to the Expiration Date of its or his election not to renew the Term of Employment.

2.3 Term of Employment and Expiration Date. The period during which the Executive shall be employed by the Company pursuant to the terms of this Agreement is sometimes referred to in this Agreement as the "**Term of Employment**", and the date on which the Term of Employment shall expire (including the date on which any renewal term shall expire), is sometimes referred to in this Agreement as the "**Expiration Date**."

3. **Compensation**.

3.1 Base Salary. The Executive shall receive a base salary at the annual rate of $275,000 (the "**Base Salary**") during the Term of Employment, with such Base Salary payable in installments consistent with the Company's normal payroll schedule, subject to applicable withholding and other taxes. The Base Salary shall be adjusted for annual merit increases of a minimum of 5% and may, by action and in the discretion of the Board, be increased at any time or from time to time but may not be decreased.

3.2 Bonuses.

(a) During the Term of Employment, the Executive shall participate in the Company's annual cash incentive plan, program and/or arrangements applicable to senior-level executives as established and modified from time to time by the Compensation Committee of the Board, if one exists, otherwise by the Board in its sole and absolute discretion. During the Term of Employment, the Executive shall have a threshold bonus opportunity under such plan or program equal to 40 percent of his current Base Salary, a target bonus opportunity under such plan or program equal to 65 percent of his current Base Salary, and a maximum bonus under such plan or program equal to 100 percent of his current Base Salary, in each case based on satisfaction of performance criteria to be established by the Compensation Committee of the Board, if one exists, otherwise by the Board. Payment of cash incentive awards shall be made in the same manner and at the same time that other senior-level executives receive their annual cash incentive awards.

(b) For the Bonus Period in which the Executive's employment with the Company terminates for any reason other than by the Company for Cause under Section 5.1 hereof, the Company shall pay the Executive a pro rata portion (based upon the period ending on the date on which the Executive's employment with the Company terminates) of the bonus otherwise payable under Section 3.2(a) hereof for the Bonus Period in which such termination of employment occurs; provided, however, that: (i) the Bonus Period shall be deemed to end on the last day of the fiscal quarter of the Company in which the Executive's employment so terminates; and (ii) the business criteria used to determine the bonus for this short Bonus Period shall be annualized and shall be determined based upon unaudited financial information prepared in accordance with generally accepted accounting principles, applied consistently with prior periods, and reviewed and approved by the Compensation Committee of the Board, if one exists, otherwise by the Board. The compensation for this Bonus Period is sometimes hereinafter referred to as the "**Termination Year Bonus**."

(c) The Executive shall receive such additional bonuses, if any, as the Compensation Committee of the Board, if one exists, otherwise as the Board may in its sole and absolute discretion determine.

(d) Any bonuses payable pursuant to this Section 3.2 are sometimes hereinafter referred to as "**Incentive Compensation**." Each period for which Incentive Compensation is payable is sometimes hereinafter referred to as a "**Bonus Period**."

(e) Any Incentive Compensation payable pursuant to this Section 3.2 shall be paid by the Company to the Executive within 75 days after the end of the Bonus Period for which it is payable.

3.3 Review of Agreement, Base Salary and Incentive Compensation. The Company agrees that this Agreement and the Executive's Base Salary shall be reviewed should shares of the Company's common stock, par value $0.0001 per share ("**Common Stock**") be listed on an exchange registered as a national securities exchange under Section 6 of the Securities Exchange Act of 1934 (the "Uplisting") or in connection with a significant financing in an amount of at least $20,000,000. Further, the Company agrees that the Executive's Incentive Compensation shall be reviewed upon the final pricing of any Uplisting, or if an Uplisting does not occur, the Executive's Incentive Compensation shall be reviewed within twelve (12) months of the Commencement Date.

4. **Expense Reimbursement and Other Benefits**.

4.1 Reimbursement of Expenses. Upon the submission of proper substantiation by the Executive, and subject to such rules and guidelines as the Company may from time to time adopt with respect to the reimbursement of expenses of executive personnel, the Company shall reimburse the Executive for all reasonable expenses actually paid or incurred by the Executive during the Term of Employment in the course of and pursuant to the business of the Company. The Executive shall account to the Company in writing for all expenses for which reimbursement is sought and shall supply to the Company copies of all relevant invoices, receipts or other evidence reasonably requested by the Company.

4.2 Compensation/Benefit Programs. During the Term of Employment, the Executive shall be entitled to participate in all medical, dental, hospitalization, accidental death and dismemberment, disability, travel and life insurance plans, and any and all other plans as are presently and hereinafter offered by the Company to its executive personnel, including savings, pension, profit-sharing and deferred compensation plans, subject to the general eligibility and participation provisions set forth in such plans. In the event Executive elects not to participate in the Company's health plan, the Company shall reimburse Executive for the cost of alternative health care coverage of his choosing for Executive and his dependents in an amount up to $2,000 per month. Payment for all other benefit plans will be paid in accordance with the Company's policy in effect for similar executive positions.

4.3 Working Facilities. During the Term of Employment, the Company shall furnish the Executive with an office and such other facilities and services suitable to his position and adequate for the performance of his duties hereunder. During any period of time where the Company supports or requires remote working, including during the COVID-19 pandemic of 2020/2021, the Company shall pay reasonable fees and expenses for the cost of a mobile phone, home/laptop computer, software, and other items that are reasonably required and appropriate for the performance of his duties hereunder.

4.4 Equity Awards. During the Term of Employment, the Executive shall be eligible to be granted equity awards under (and therefore subject to all terms and conditions of) the Company's equity incentive plan or such other plans or programs as the Company may from time to time adopt, and subject to all rules of regulation of the Securities and Exchange Commission applicable thereto. The number and type of equity awards, and the terms and conditions thereof, shall be determined by the Compensation Committee of the Board, if one exists, otherwise by the Board in its discretion and pursuant to the equity incentive plan. These include annual grants of Common Stock, restricted stock units and stock options.

4.5 Other Benefits. The Executive shall receive such additional benefits, if any, as the Board shall from time to time determine.

4.6 Withholding. Anything in this Agreement to the contrary notwithstanding, all payments required to be made by the Company hereunder to the Executive or his estate or beneficiaries shall be subject to the withholding of such amounts relating to taxes as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation. In lieu of withholding such amounts, in whole or in part, the Company may, in its sole discretion, accept other provisions for payment of taxes and withholding as required by law, provided it is satisfied that all requirements of law affecting its responsibilities to withhold have been satisfied.

5. **Termination**.

5.1 Termination for Cause. The Company shall at all times have the right, upon written notice to the Executive, to terminate the Term of Employment, for Cause as defined below. For purposes of this Agreement, the term "**Cause**" shall mean:

(a) an action or omission of the Executive which constitutes a willful and material breach of, or willful and material failure or refusal (other than by reason of his disability or incapacity) to perform his duties under this Agreement which is not cured within 60 days after receipt by the Executive of written notice of same;

(b) fraud, embezzlement, misappropriation of funds or breach of trust in connection with his services hereunder;

(c) a conviction of, or entry of a plea of guilty or *nolo contendere* to, a felony (other than a traffic violation); or

(d) gross negligence in connection with the performance of the Executive's duties hereunder, which is not cured within 60 days after receipt by the Executive of written notice of same.

Any termination for Cause shall be made by notice in writing to the Executive, which notice shall set forth in reasonable detail all acts or omissions upon which the Company is relying for such termination and providing the Executive with an opportunity to cure (if curable) within a reasonable period of time. No termination of the Executive's employment for Cause shall be permitted unless the date of termination occurs during the 120-day period immediately following the date that the events or actions constituting Cause first become known to the Board. The Company also has the right, upon notice to the Executive, to terminate the Term of Employment for any reason, with or without Cause at any time up to and including the sixtieth (60th) day following the Commencement Date.

Upon any termination pursuant to this Section 5.1, the Company shall:

(i) pay to the Executive any unpaid and accrued Base Salary through the date of termination; and

(ii) pay to the Executive his accrued but unpaid Incentive Compensation, if any, for any Bonus Period ending on or before the date of the termination of Executive's employment with the Company.

Upon any termination effected and compensated pursuant to this Section 5.1, the Company shall have no further liability hereunder (other than for reimbursement for reasonable business expenses incurred prior to the date of termination, subject, however, to the provisions of Section 4.1 hereof).

5 . 2 Disability. In the event the Executive shall be unable, or fail, to perform the essential functions of his position, with or without reasonable accommodation, for any period of six months or more in any 12-month period, the Company shall have the option, in accordance with applicable law, to terminate this Agreement upon written notice to the Executive. Upon termination pursuant to this Section 5.2, the Company shall:

(a) pay to the Executive any unpaid and accrued Base Salary through the effective date of termination specified in such notice;

(b) pay to the Executive his accrued but unpaid Incentive Compensation, if any, for any Bonus Period ending on or before the date of termination of the Executive's employment with the Company at the time provided in Section 3.2(e) hereof;

(c) pay to the Executive a severance payment equal to six (6) months of the Executive's Base Salary at the time of the termination of the Executive's employment with the Company; and

(d) pay to the Executive his Termination Year Bonus, if any, at the time provided in Section 3.2(f) hereof.

Upon any termination effected and compensated pursuant to this Section 5.2, the Company shall have no further liability hereunder (other than for reimbursement for reasonable business expenses incurred prior to the date of termination, subject, however to the provisions of Section 4.1 hereof).

5.3 Death. Upon the death of the Executive during the Term of Employment, the Company shall:

(a) pay to the estate of the deceased Executive any unpaid and accrued Base Salary through the Executive's date of death;

(b) pay to the estate of the deceased Executive his accrued but unpaid Incentive Compensation, if any, for any Bonus Period ending on or before the Executive's date of death; and

(c) pay to the estate of the deceased Executive, the Executive's Termination Year Bonus, if any, at the time provided in Section 3.2(f) hereof.

Upon any termination effected and compensated pursuant to this Section 5.3, the Company shall have no further liability hereunder (other than for reimbursement for reasonable business expenses incurred prior to the date of the Executive's death, subject, however to the provisions of Section 4.1 hereof).

5.4 Termination Without Cause. The Company shall have the right to terminate the Term of Employment at any time by written notice to the Executive not less than 60 days prior to the effective date of such termination. Upon any termination pursuant to this Section 5.4 (that is not a termination under any of Sections 5.1, 5.2, 5.3, 5.5 or 5.6 hereof), the Company shall:

(a) pay to the Executive any unpaid and accrued Base Salary through the termination of this Agreement;

(b) pay to the Executive the accrued but unpaid Incentive Compensation, if any, for any Bonus Period ending on or before the termination of this Agreement;

(c) pay to the Executive his pro rata Termination Year Bonus, at the time provided in Section 3.2(f) hereof;

(d) pay to the Executive as a single lump sum payment, within 30 days of the date of the Termination of the Term of Employment equal to six (6) months of the Executive's Base Salary then in effect; and

(e) ensure that any stock awards still vesting would become fully vested.

Notwithstanding any other provision herein, the Executive’s right to receive any severance benefits pursuant to this Section 5.4 shall be subject to his execution and delivery to the Company of a general release of claims in substantially the form attached hereto as Exhibit A (with such changes as may be reasonably required to such form to help ensure its enforceability in light of any changes in applicable law) not more than twenty-one (21) days (forty-five (45) days if required under applicable law) after the date the Company provides the final form of release to the Executive (and the Executive’s not revoking such release within any revocation period provided under applicable law). The Company shall provide the final form of release agreement to the Executive not later than seven (7) days following the date of the termination date.

Upon any termination effected and compensated pursuant to this Section 5.4, the Company shall have no further liability hereunder (other than for reimbursement for reasonable business expenses incurred prior to the date of termination, subject, however, to the provisions of Section 4.1 hereof).

5.5 Termination by Executive.

(a) The Executive shall at all times have the right, by written notice not less than 60 days prior to the termination date, to terminate the Term of Employment.

(b) Upon termination of the Term of Employment pursuant to this Section 5.5 (that is not a termination under Section 5.6 hereof) by the Executive without Good Reason (as defined below), the Company shall:

(i) pay to the Executive any unpaid and accrued Base Salary through the effective date of termination of the Term of Employment specified in such notice; and

(ii) pay to the Executive his accrued but unpaid Incentive Compensation, if any, for any Bonus Period ending on or before the date on which the Term of Employment terminates.

Upon any termination effected and compensated pursuant to this Section 5.5(b), the Company shall have no further liability hereunder (other than for

reimbursement for reasonable business expenses incurred prior to the date of termination, subject, however, to the provisions of Section 4.1 hereof).

(c) Upon termination of the Term of Employment pursuant to this Section 5.5 (that is not a termination under Section 5.6 hereof) by the Executive for Good Reason, the Company shall pay to the Executive the same amounts, and shall continue to provide or compensate for all benefits in the same amounts, that would have been payable or provided by the Company to the Executive under Section 5.4 of this Agreement if the Term of Employment had been terminated by the Company without Cause.

Notwithstanding any other provision herein, the Executive's right to receive any severance benefits pursuant to this Section 5.5(c) shall be subject to his execution and delivery to the Company of a general release of claims in substantially the form attached hereto as Exhibit A (with such changes as may be reasonably required to such form to help ensure its enforceability in light of any changes in applicable law) not more than twenty-one (21) days (forty-five (45) days if required under applicable law) after the date the Company provides the final form of release to the Executive (and the Executive's not revoking such release within any revocation period provided under applicable law). The Company shall provide the final form of release agreement to the Executive not later than seven (7) days following the date of the termination date.

Upon any termination effected and compensated pursuant to this Section 5.5(c), the Company shall have no further liability hereunder (other than for reimbursement for reasonable business expenses incurred prior to the date of termination, subject, however, to the provisions of Section 4.1 hereof).

(d) For purposes of this Agreement, "**Good Reason**" shall mean:

(i) the assignment to the Executive of any duties inconsistent in any material respect with the Executive's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities as contemplated by Section 1.2 of this Agreement, or any other action by the Company which results in a diminution in such position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by the Company promptly after receipt of notice thereof given by the Executive;

(ii) any material failure by the Company to comply with any of the provisions of Article 3 of this Agreement, other than an isolated, insubstantial and inadvertent failure not occurring in bad faith and which is remedied by the Company promptly after receipt of written notice thereof given by the Executive;

(iii) the Company's requiring the Executive to be based at any office or location more than 30 miles from the location of the Company's office on the Commencement Date, except for travel reasonably required in the performance of the Executive's responsibilities; and

(iv) any purported termination by the Company of the Executive's employment otherwise than for Cause pursuant to Section 5.1 hereof, or by reason of the Executive's disability pursuant to Section 5.2 of this Agreement, prior to the Expiration Date.

5.6 Change in Control of the Company.

(a) In the event that: (i) a Change in Control (as defined in paragraph (b) of this Section 5.6) in the Company shall occur during the Term of Employment; and (ii) either: (A) prior to the earlier of the Expiration Date and one year after the date of the Change in Control, either: (1) the Term of Employment is terminated by the Company without Cause, pursuant to Section 5.4 hereof or (2) the Executive terminates the Term of Employment for Good Reason as defined in Section 5.5(d) hereof, or (B) the Executive terminates the Term of Employment for any reason within 30 days after the Change in Control occurs, the Company shall:

(i) pay to the Executive any unpaid Base Salary through the effective date of termination;

(ii) pay to the Executive the Incentive Compensation, if any, not yet paid to the Executive for any year prior to such termination, at such time as the Incentive Compensation otherwise would have been payable to the Executive;

(iii) pay to the Executive his Termination Year Bonus, if any, at the time provided in Section 3.2 hereof; and

(iv) pay to the Executive as a single lump sum payment, within 30 days of the termination of the Term of Employment, equal to the sum of (x) two (2) times the sum of the Executive's annual Base Salary, Incentive Compensation, and the value of the annual fringe benefits (based upon their cost to the Company) required to be provided to the Executive under Sections 4.2 and 4.4 hereof, for the fiscal year immediately preceding the year in which the Term of Employment terminates, plus (y) the value of the portion of his benefits under any savings, pension, profit sharing or deferred compensation plans that are forfeited under those plans by reason of the termination of his employment hereunder.

Notwithstanding any other provision herein, the Executive's right to receive any severance benefits pursuant to this Section 5.6 shall be subject to his execution and delivery to the Company of a general release of claims in substantially the form attached hereto as Exhibit A (with such changes as may be reasonably required to such form to help ensure its enforceability in light of any changes in applicable law) not more than twenty-one (21) days (forty-five (45) days if required under applicable law) after the date the Company provides the final form of release to the Executive (and the Executive's not revoking such release within any revocation period provided under applicable law). The Company shall provide the final form of release agreement to the Executive not later than seven (7) days following the date of the termination date.

Upon any termination effected and compensated pursuant to this Section 5.6(a), the Company shall have no further liability hereunder (other than for reimbursement for reasonable business expenses incurred prior to the date of termination, subject, however, to the provisions of Section 4.1 hereof).

(b) For purposes of this Agreement, the term "**Change in Control**" shall mean:

(i) The acquisition by any Person of Beneficial Ownership (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act of 1934) of more than 50 percent of either (A) the then outstanding shares of capital stock of the Company (the "**Outstanding Company Capital Stock**"); or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "**Outstanding Company Voting Securities**") (the foregoing Beneficial Ownership hereinafter being referred to as a "**Controlling Interest**"); provided, however, that for purposes of this Section 5.6(b), the following acquisitions shall not constitute or result in a Change in Control: (1) any acquisition directly from the Company; (2) any acquisition by the Company; (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any subsidiary of the Company; or (4) any acquisition by any corporation pursuant to a transaction which complies with clauses (A), (B) and (C) of subsection (iii) below; or

(ii) During any period of two consecutive years (not including any period prior to the Commencement Date) individuals who constitute the Board on the Commencement Date (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the Board;provided, however, that any individual becoming a director subsequent to the Commencement Date whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each a "**Business Combination**"), in each case, unless, following such Business Combination: (A) all or substantially all of the individuals and entities who were the Beneficial Owners, respectively, of the Outstanding Company Capital Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50 percent of the then outstanding shares of Common Stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Capital Stock and Outstanding Company Voting Securities, as the case may be; (B) any Person that as of the Commencement Date owns Beneficial Ownership of a Controlling Interest beneficially owns, directly or indirectly, more than 50 percent of the then outstanding shares of Common Stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination; and (C) at least a majority of the members of the Board of Directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of this initial Agreement, or of the action of the Board, providing for such Business Combination; or

(iv) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

(c) For purposes of Section 5.6(b) hereof, the term "**Person**" shall have the meaning ascribed to such term in Section 3(a)(9) of the Securities Exchange Act of 1934 and used in Sections 13(d) and 14(d) thereof and shall include a "group" as defined in Section 13(d) thereof.

5 . 7 Resignation. Upon any termination of employment pursuant to this Article 5, the Executive shall be deemed to have resigned as an officer of the Company and its subsidiaries, and if he was then serving as a director of the Company or any of its subsidiaries, be deemed to resign as a director of the Company and its subsidiaries, and if required by the Board, the Executive shall upon such termination execute a resignation letter to the applicable board of directors.

5.8 Survival. The provisions of this Article 5 shall survive the termination of the Term of Employment or expiration of the term of this Agreement.

6. **Restrictive Covenants**.

6.1 Confidential Information.

(a) Executive hereby understands and acknowledges that because of Executive's experience with and relationship to the Company, in the course of his Term of Employment he will acquire knowledge and will have access to and learn about confidential, secret and proprietary documents, materials, data, and other information, in tangible and intangible form, of and relating to the Company and its businesses ("**Confidential Information**"). Executive further understands and acknowledges that this Confidential Information and the Company's ability to reserve it for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure of the Confidential Information by the Executive might cause the Company to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages and criminal penalties.

(b) For purposes of this Agreement, Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, source codes, object codes, applications, operating systems, software design, web design, databases, device configurations, embedded data, compilations, metadata, technologies, manuals, records, articles, systems, content, sources of content, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, payroll information, personnel information, employee lists, content provider lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, notes, communications, algorithms, product plans, service plans, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, distributor lists, customer information, customer lists, client information and client lists of the Company or its businesses or any existing or prospective customer, content provider, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence.

(c) The Executive understands and acknowledges that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

(d) The Executive understands and acknowledges that Confidential Information developed by him in the course of his employment by the Company shall be subject to the terms and conditions of this Agreement as if the Company furnished the same Confidential Information to the Executive in the first instance. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to the Executive, provided that such disclosure is through no direct or indirect fault of the Executive or person(s) acting on the Executive's behalf.

(e) For purposes of this Agreement, all information regarding specific prospective and existing customers and clients of the Company and other individuals and businesses with whom the Company does business is collectively referred to as "**Customer/Client Information**" and includes, but is not limited to, names, phone numbers, addresses, email addresses, order history, order preferences, chain of command, pricing information, and other information identifying facts and circumstances specific to the customer/client and relevant to sales/services. All books, records, accounts and information relating in any manner to the Customer/Client Information, whether prepared by the Executive or otherwise coming into the Executive's possession, shall be the exclusive property of the Company and shall be returned immediately to the Company on termination of the Executive's employment hereunder or on the Company's request at any time.

6.2 Disclosure and Use Restrictions.

(a) Executive covenants and agrees to treat all Confidential Information as strictly confidential, and:

(ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever (including other employees of the Company) not having a need to know and authority to know and to use the Confidential Information in connection with the business of the Company and, in any event, not to anyone outside of the direct employ of the Company except as required in the performance of any of the Executive's authorized employment duties to the Company; and

(iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of the Company, except as required in the performance of any of the Executive's authorized employment duties to the Company. The Executive understands and acknowledges that the Executive's obligations under this Agreement regarding any particular Confidential Information begin immediately and shall continue during and after the Executive's employment by the Company until the Confidential Information has become public knowledge other than as a result of the Executive's breach of this Agreement or a breach by those acting in concert with the Executive or on the Executive's behalf.

(b) Nothing in this Agreement 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, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Executive shall promptly provide written notice of any such order to an authorized officer of the Company.

(c) Nothing in this Agreement prohibits or restricts the Executive (or the Executive's attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization, or any other federal or state regulatory authority regarding a possible securities law violation.

6.3 Duration of Confidentiality Obligations. The Executive understands and acknowledges that his obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon the Executive first having access to such Confidential Information (whether before or after he begins employment by the Company) and shall continue during and after his employment by the Company until such time as such Confidential Information has become public knowledge other than as a result of the Executive's breach of this Agreement or breach by those acting in concert with the Executive or on the Executive's behalf.

6.4 Non-solicitation of Customers/Clients and Employees. Executive specifically understands and acknowledges that he will have access to Confidential Information, including, specifically, without limitation, Customer/Client Information and trade secrets. Executive covenants and agrees that during the Restricted Period, except as otherwise approved in writing by the Company, Executive shall not, either directly or indirectly, for himself, or through, on behalf of, or in conjunction with any person, persons, partnership, association, corporation, or entity:

(a) Use any Confidential Information, including, specifically, any Customer/Client Information and/or trade secrets to directly or indirectly solicit the customers/clients of the Company, or use to disrupt, disturb, or interfere with the relationships of the Company with its customers/clients; or

(b) Disrupt, disturb or interfere with the business of the Company by directly or indirectly soliciting, recruiting, attempting to recruit, or raiding the employees of the Company, or otherwise inducing the termination of employment of any employee of the Company. Executive also agrees and covenants not to use any Confidential Information to directly or indirectly solicit the employees of the Company.

6.5 Definition of Company. Solely for purposes of this Article 6, the term "**Company**" also shall include any existing or future subsidiaries of the Company that are operating during the time periods described herein and any other entities that directly or indirectly, through one or more intermediaries, control, are controlled by or are under common control with the Company during the periods described herein.

6.6 Acknowledgment by Executive. The Executive acknowledges and confirms that the restrictive covenants contained in this Article 6 (including without limitation the length of the term of the Restricted Period) are reasonably necessary to protect the legitimate business interests of the Company, and are not overbroad, overlong, or unfair and are not the result of overreaching, duress or coercion of any kind. The Executive further acknowledges and confirms that the compensation payable to the Executive under this Agreement is in consideration for the duties and obligations of the Executive hereunder, including the restrictive covenants contained in this Article 6, and that such compensation is sufficient, fair and reasonable. The Executive further acknowledges and confirms that his full, uninhibited and faithful observance of each of the covenants contained in this Article 6 will not cause him any undue hardship, financial or otherwise, and that enforcement of each of the covenants contained herein will not impair his ability to obtain employment commensurate with his abilities and on terms fully acceptable to him or otherwise to obtain income required for the comfortable support of him and his family and the satisfaction of the needs of his creditors. The Executive acknowledges and confirms that the Confidential Information is such as would cause the Company serious injury or loss if he were to use such Confidential Information to the benefit of a competitor or were to compete with the Company in violation of the terms of this Article 6. The Executive further acknowledges that the restrictive covenants contained in this Article 6 are intended to be, and shall be, for the benefit of and shall be enforceable by, the Company's successors and assigns. The Executive expressly agrees that upon any breach or violation of the provisions of this Article 6, the Company shall be entitled, as a matter of right, in addition to any other rights or remedies it may have, to: (a) temporary and/or permanent injunctive relief in any court of competent jurisdiction as described in Section 6.9 hereof; and (b) such damages as are provided at law or in equity. The existence of any claim or cause of action against the Company or its affiliates, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement of the restrictions contained in this Article 6.

6.7 Restricted Period. For purposes of this Agreement, the term "**Restricted Period**" shall mean, and be the same length as, the Term of Employment; provided, however, if the Term of Employment is terminated by: (i) the Company for Cause (as defined in Section 5.1 hereof); or (ii) the Executive for other than Good Reason (as defined in Section 5.5(d) hereof), then the Restricted Period shall also include the 12-month period immediately following the termination of the Term of Employment. Notwithstanding the foregoing, the Restricted Period shall end in the event that the Company fails to make any payments or provide any benefits required by Article 5 hereof with 15 days of written notice from the Executive of such failure.

6.8 Reformation by Court. In the event that a court of competent jurisdiction shall determine that any provision of this Article 6 is invalid or more restrictive than permitted under the governing law of such jurisdiction, then only as to enforcement of this Article 6 within the jurisdiction of such court, such provision shall be interpreted or reformed and enforced as if it provided for the maximum restriction permitted under such governing law.

6.9 Extension of Time. If the Executive shall be in violation of any provision of this Article 6, then each time limitation set forth in this Article 6 shall be extended for a period of time equal to the period of time during which such violation or violations occur. If the Company seeks injunctive relief from such violation in any court, then the covenants set forth in this Article 6 shall be extended for a period of time equal to the pendency of such proceeding including all appeals by the Executive.

6.1 Injunction. It is recognized and hereby acknowledged by the parties hereto that a breach by the Executive of any of the covenants contained in Article 6 of this Agreement will cause irreparable harm and damage to the Company, the monetary amount of which may be virtually impossible to ascertain. As a result, the Executive recognizes and hereby acknowledges that the Company shall be entitled to an injunction from any court of competent jurisdiction enjoining and restraining any

violation of any or all of the covenants contained in Article 6 of this Agreement by the Executive or any of his affiliates, associates, partners or agents, either directly or indirectly, and that such right to injunction shall be cumulative and in addition to whatever other remedies the Company may possess.

6 . Noncompetition. Except as may otherwise be approved by the Board, during the Restricted Period, the Executive shall not have any ownership interest (of record or beneficial) in, or have any interest as an executive, salesman, consultant, officer or director in, or otherwise aid or assist in any manner, any firm, corporation, partnership, proprietorship or other business that engages in any county, city or part thereof in the United States and/or any foreign country in a business which competes directly or indirectly (as determined by the Board) with the business of the Company in such county, city or part thereof, so long as the Company or any successors in interest to the business and goodwill of the Company, remains engaged in such business in such county, city or part thereof or continues to solicit customers or potential customers therein; provided, however, that Executive may own, directly or indirectly, solely as an investment, securities of any entity if Executive (x) is not a controlling person of, or a member of a group which controls, such entity; or (y) does not, directly or indirectly, own five percent (5%) or more of any class of securities of any such entity.

6.12 Survival. The provisions of this Article 6 shall survive termination of this Agreement and the Term of Employment in accordance with the terms herein.

7. **Section 409A of the Code.**

(a) The provisions of this Agreement are intended to comply with Section 409A of the Internal Revenue Code of 1986, asamended (the "**Code**") and any final regulations and guidance promulgated thereunder ("**Section 409A**") and shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

(b) To the extent that Executive will be reimbursed for costs and expenses or in-kind benefits, except as otherwise permitted by Section 409A, (a) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit, (b) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year; provided that the foregoing clause (b) shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period the arrangement is in effect and (c) such payments shall be made on or before the last day of the taxable year following the taxable year in which the expense was incurred.

(c) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination constitutes a "separation from service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement references to a "termination," "termination of employment" or like terms shall have such meaning.

(d) Each installment payable hereunder shall constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b), including Treasury Regulation Section 1.409A-2(b)(2)(iii). Each payment that is made within the terms of the "short-term deferral" rule set forth in Treasury Regulation Section 1.409A-1(b)(4) is intended to meet the "short-term deferral" rule. Each other payment is intended to be a payment upon an involuntary termination from service and payable pursuant to Treasury Regulation Section 1.409A-1(b)(9)(iii), et. seq., to the maximum extent permitted by that regulation, with any amount that is not exempt from Code Section 409A being subject to Code Section 409A.

(e) Notwithstanding anything to the contrary in this Agreement, if the Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination, then only that portion of the severance and benefits payable to Executive pursuant to this Agreement, if any, and any other severance payments or separation benefits which may be considered "deferred compensation" under Section 409A (together, the "**Deferred Compensation Separation Benefits**"), which (when considered together) do not exceed the Section 409A Limit (as defined herein) may be made within the first six (6) months following Executive's termination of employment in accordance with the payment schedule applicable to each payment or benefit. Any portion of the Deferred Compensation Separation Benefits in excess of the Section 409A Limit otherwise due to Executive on or within the six (6) month period following Executive's termination will accrue during such six (6) month period and will become payable in one lump sum cash payment on the date six (6) months and one (1) day following the date of Executive's termination of employment. All subsequent Deferred Compensation Separation Benefits, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following termination but prior to the six (6) month anniversary of Executive's termination date, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit.

(f) For purposes of this Agreement, "**Section 409A Limit**" will mean a sum equal (x) to the amounts payable prior to March 15 following the year in which Executive is terminated plus (y) the lesser of two (2) times: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Company's taxable year preceding the Company's taxable year of Executive's termination of employment as determined under Section 409A and any IRS guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Executive's employment is terminated.

(g) If any payment provided to Executive pursuant to this Agreement is subject to adverse tax consequences under Code Section 409A, then Company shall make such additional payments to Executive ("**409A Gross Up Payments**") as are necessary to provide Executive with enough funds to pay the additional taxes, interest, and penalties imposed by Code Section 409A (collectively, the "**409A Tax**"), as well as any additional taxes, including but not limited to additional 409A Tax, attributable to or resulting from the payment of the 409A Gross Up Payments, with the end result that Executive shall be in the same position with respect to his tax liability as he would have been in if no 409A Tax had ever been imposed; provided, however, that the Company's obligation to make payments under this Section 7 shall be limited to an amount equal to three times the 409A Tax (not including for this purpose 409A Tax attributable to the payment of any portion of the 409A Gross Up Payment). The Company shall make any payments required by this paragraph no later than the last day of Executive's taxable year next following the Executive's taxable year in which the 409A Tax is remitted to the taxing authority.

8. **Section 280G of the Code: Limitation on Payments.**

(a) The provisions of this Agreement are intended to comply with Section 280G of the Code and any final regulations and guidance promulgated thereunder ("**Section 280G**") and shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 280G. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to comply with Section 280G.

(b) If any payment or benefit Executive will or may receive from the Company or otherwise (a "**280G Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then any such 280G Payment pursuant to this Agreement (a "**Payment**") shall be equal to the Reduced Amount. The "**Reduced Amount**" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax, or (y) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (x) or by clause (y)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive's receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the "**Reduction Method**") that results in the greatest economic benefit for Executive. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the "**Pro Rata Reduction Method**").

(c) Notwithstanding any provision of paragraph (a) to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A of the Code that would not otherwise be subject to taxes pursuant to Section 409A of the Code, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A of the Code as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are "deferred compensation" within the meaning of Section 409A of the Code shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A of the Code.

(d) Unless Executive and the Company agree on an alternative accounting firm or law firm, the accounting firm engaged by the Company for general tax compliance purposes as of the day prior to the effective date of the Change in Control shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Company shall appoint a nationally recognized accounting or law firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such accounting or law firm required to be made hereunder. The Company shall use commercially reasonable efforts to cause the accounting or law firm engaged to make the determinations hereunder to provide its calculations, together with detailed supporting documentation, to Executive and the Company within fifteen (15) calendar days after the date on which Executive's right to a 280G Payment becomes reasonably likely to occur (if requested at that time by Executive or the Company) or such other time as requested by Executive or the Company.

(e) If Executive receives a Payment for which the Reduced Amount was determined pursuant to clause (x) of Section 8(b) and the Internal Revenue Service determines thereafter that some portion of the Payment is subject to the Excise Tax, Executive shall promptly return to the Company a sufficient amount of the Payment (after reduction pursuant to clause (x) of Section 8(b)) so that no portion of the remaining Payment is subject to the Excise Tax. For the avoidance of doubt, if the Reduced Amount was determined pursuant to clause (y) Section 8(b), Executive shall have no obligation to return any portion of the Payment pursuant to the preceding sentence.

9. **Assignment**. The Company shall have the right to assign this Agreement and its rights and obligations hereunder in whole, but not in part, to any corporation or other entity with or into which the Company may hereafter merge or consolidate or to which the Company may transfer all or substantially all of its assets, if in any such case said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Company hereunder as fully as if it had been originally made a party hereto, but may not otherwise assign this Agreement or its rights and obligations hereunder. The Executive may not assign or transfer this Agreement or any rights or obligations hereunder.

10. **Governing Law**. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California, without regard to principles of conflict of laws.

11. **Jurisdiction and Venue**. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Los Angeles County, California, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement which is expressly permitted by the terms of this Agreement to be brought in a court of law, shall be brought in the courts of record of the State of California in Los Angeles County or the court of the United States, Central District of California; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; (c) waives any objection which it or he may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court papers may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in such courts.

12. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and, upon its effectiveness, shall supersede all prior agreements, understandings and arrangements, both oral and written, between the Executive and the Company (or any of its affiliates) with respect to such subject matter. This Agreement may not be modified in any way unless by a written instrument signed by both the Company and the Executive.

13. **Notices**. All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered by courier, sent by registered or certified mail, return receipt requested or sent by confirmed electronic transmission addressed as set forth herein. Notices personally delivered, sent by facsimile or e-mail or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given upon the earlier of receipt by the addressee, as evidenced by the return receipt thereof, or three days after deposit in the U.S. mail. Notice shall be sent: (a) if to the Company, addressed to 700 N. Central Ave., Suite 430, Glendale, California 91203, Attention: Chairman of the Board and Chief Legal Officer; and (b) if to the Executive, to his address as reflected on the payroll records of the Company, or to such other address as either party shall request by notice to the other in accordance with this provision.

14. **Benefits; Binding Effect**. This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where permitted and applicable, assigns, including, without limitation, any successor to the Company, whether by merger, consolidation, sale of stock, sale of assets or otherwise.

15. **Right to Consult with Counsel; No Drafting Party**. The Executive acknowledges having read and considered all of the provisions of this Agreement carefully, and having had the opportunity to consult with counsel of his own choosing, and, given this, the Executive agrees that the obligations created hereby are not unreasonable. The Executive acknowledges that he has had an opportunity to negotiate any and all of these provisions and no rule of construction shall be used that would interpret any provision in favor of or against a party on the basis of who drafted the Agreement.

16. **Severability**. The invalidity of any one or more of the words, phrases, sentences, clauses, provisions, sections or articles contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses, provisions, sections or articles contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, provisions or provisions, section or sections or article or articles had not been inserted. If such invalidity is caused by length of time or size of area, or both, the otherwise invalid provision will be considered to be reduced to a period or area which would cure such invalidity.

17. **Waivers**. The waiver by either party hereto of a breach or violation of any term or provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation.

18. **Damages; Attorneys Fees**. Nothing contained herein shall be construed to prevent the Company or the Executive from seeking and recovering from the other damages sustained by either or both of them as a result of its or his breach of any term or provision of this Agreement. In the event that either party hereto seeks to collect any damages resulting from, or the injunction of any action constituting, a breach of any of the terms or provisions of this Agreement, then the party found to be at fault shall pay all reasonable costs and attorneys' fees of the other.

19. **Section Headings**. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

20. **Rules of Interpretation**. Except as otherwise expressly provided in this Agreement, the following rules shall apply to this Agreement: (a) words in the singular include the plural and words in the plural include the singular; (b) words importing the use of any gender shall include all genders where the context or the party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made; (c) the word "or" is not exclusive and "include" and "including" are not limiting; (d) a reference to any agreement or other contract includes any permitted supplements and amendments; (e) a reference to a section or paragraph in this Agreement shall, unless the context clearly indicates to the contrary, refer to all sub-parts or sub-components of any said section or paragraph; and (f) words such as "hereunder", "hereto", "hereof", and "herein", and other words of like import shall, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular clause hereof

21. **No Third Party Beneficiary**. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person other than the Company, the parties hereto and their respective heirs, personal representatives, legal representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

22. **No Set-off or Mitigation**. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any compensation earned by the Executive as a result of his employment by another employer or otherwise, or any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement.

23. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. A signed copy of this Agreement (including any digital or electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*,www.docusign.com) delivered by electronic mail or other means of electronic transmission of a .pdf or similar file shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Employment Agreement as of the date first above written.

COMPANY:

Loop Media, Inc.

By: _____

Name: Jon Niermann.

Title: Chief Executive Officer and Chairman

Date:

EXECUTIVE:

By: _____

Neil Watanabe

Chief Financial Officer

EXHIBIT A

FORM OF AGREEMENT AND GENERAL RELEASE

THIS AGREEMENT AND GENERAL RELEASE (the "Agreement and General Release") is entered into on [•], 20[•], by and between Loop Media, Inc. (the "Company") and Jon Niermann (the "Executive").

WHEREAS, Executive has been employed by the Company and the parties wish to resolve all outstanding claims and disputes between them relating to such employment;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth in this Agreement and General Release, the sufficiency of which the parties acknowledge, it is agreed as follows:

1 . General Release of Claims. In consideration for the Executive's promises, covenants and agreements in this Agreement and General Release, the Company agrees to make the payments provided under Section 5 of the employment agreement entered into by the Company and the Executive on [DATE], 2021 (the "Employment Agreement"), in accordance with the terms and subject to the conditions of such Employment Agreement.

In exchange for the payments described in Section 5 of the Employment Agreement, to which the Executive would not otherwise be entitled, the Executive (for himself and his heirs, executors, administrators, beneficiaries, personal representatives and assigns) hereby completely, forever, irrevocably and unconditionally release and discharge, to the maximum extent permitted by law, the Company, the Company's past, present and future parent organizations, subsidiaries and other affiliated entities, related companies and divisions and each of their respective past, present and future officers, directors, employees, shareholders, trustees, members, partners, attorneys and agents (in each case, individually and in their official capacities) and each of their respective employee benefit plans (and such plans' fiduciaries, agents, administrators and insurers, individually and in their official capacities), as well as any predecessors, future successors or assigns or estates of any of the foregoing (the "Released Parties") from any and all claims, actions, charges, controversies, causes of action, suits, rights, demands, liabilities, obligations, damages, costs, expenses, attorneys' fees, damages and obligations of any kind or character whatsoever, that the Executive ever had, now has or may in the future claims to have by reason of any act, conduct, omission, transaction, agreement, occurrence or any other matter whatsoever occurring up to and including the date that the Executive signs this Agreement. This general release of claims includes, without limitation, any and all claims:

- of discrimination, harassment, retaliation, or wrongful termination;
- for breach of contract, whether oral, written, express or implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel or slander; negligence; assault; battery; invasion of privacy; personal injury; compensatory or punitive damages, or any other claim for damages or injury of any kind whatsoever;

- for violation or alleged violation of any federal, state or municipal statute, rule, regulation or ordinance, including, but not limited to, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act of 1990, Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1991, the Americans with Disabilities Act, the Fair Labor Standards Act, the Equal Pay Act, the Lilly Ledbetter Fair Pay Act, the Fair Credit Reporting Act, the Worker Adjustment and Retraining Notification Act, the Family & Medical Leave Act, the Sarbanes-Oxley Act of 2002, the federal False Claims Act, the Family First Coronavirus Response Act, the New York State Human Rights Law, the New York City Human Rights Law, the New York Civil Rights Law, the New York Labor Law, New York paid family leave law, the New York False Claims Act, any New York wage and hour laws, the California Fair Employment and Housing Act, the Unruh Civil Rights Act, the California False Claims Act, the California Family Rights Act, the California New Parent Leave Act, the California Labor Code, any California Industrial Welfare Commission Wage Order, any California wage and hour law, in each case, as such laws have been or may be amended;
- for employee benefits, including, without limitation, any and all claims under the Employee Retirement Income Security Act of 1974 (excluding COBRA);
- to any non-vested ownership interest in the Company, contractual or otherwise, including, but not limited to, claims to stock or stock options or incentive units;
- arising out of or relating to any promise, agreement, offer letter, contract (whether oral, written, express or implied), understanding, personnel policy or practice, or employee handbook;
- relating to or arising from the Executive's employment with the Company, the terms and conditions of that employment, and the termination of that employment, including, without limitation any and all claims for discrimination, harassment, retaliation or wrongful discharge under any common law theory, public policy or any federal state or local statute or ordinance not expressly listed above; and
- any and all claims for monetary recovery, including, without limitation, attorneys' fees, experts' fees, costs and disbursements.

The Executive expressly acknowledges that this general release of claims includes any and all claims arising up to and including the date the Executive signs and returns this Agreement and General Release which the Executive has or may have against the Released Parties, whether such claims are known or unknown, suspected or unsuspected, asserted or un-asserted, disclosed or undisclosed. By signing this Agreement and General Release, the Executive expressly waives any right to assert that any such claim, demand, obligation or cause of action has, through ignorance or oversight, been omitted from the scope of this release and further waives any rights under statute or common law principles that otherwise prohibit the release of unknown claims. **The Executive expressly acknowledges that the Executive does not as of the date of execution of this Agreement and General Release have any known or suspected claim(s) against any of the Released Parties the factual foundation for which involve(s) unlawful discrimination or harassment.**

Further Release By the Executive Of the Released Parties The Executive expressly acknowledges that, in further consideration of the severance payment and opportunity to receive such payment set forth in the Employment Contract, the Executive waives all rights afforded by Section 1542 of the Civil Code of the State of California ("Section 1542"), or any other law or statute of similar effect in any jurisdiction with respect to the released Claims, with respect to the Released Parties. Section 1542 states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Notwithstanding the provisions of Section 1542 and for the purpose of implementing a full and complete release of all Claims, the Executive expressly acknowledges and agrees that this Agreement and General Release releases all Claims existing or arising prior to the Executive's execution of this Agreement and General Release which the Executive has or suspects he may have against the Released Parties whether such claims are known or unknown and suspected or unsuspected by him and the Executive forever waives all inquiries and investigations into any and all such claims. The Executive understands and acknowledges that the significance and consequence of this waiver of Civil Code §1542, is that even if the Executive should suffer additional injuries or damages arising out of the released Claims, the Executive will not be permitted to make any claim for those injuries or damages.

This general release of claims does not apply to, waive or affect: any rights or claims that may arise after the date the Executive signs and returns this Agreement and General Release; any claim for workers' compensation benefits (but it does apply to, waive and affect claims of discrimination and/or retaliation on the basis of having made a workers' compensation claim); claims for unemployment benefits or any other claims or rights that by law cannot be waived in a private agreement between an employer and employee; or the Executive's rights to any vested benefits to which the Executive is entitled under the terms of the applicable employee benefit plan (the "Excluded Claims"). ***This general release of claims also does not apply to, waive, affect, limit or interfere with the Executive's preserved rights described in section 9 below.***

2. Waiver of Claims under ADEA; Time to Consider/Revoke. The Executive acknowledges, understands and agrees that the general release of claims in section 1 above includes, but is not limited to, **a waiver and release of all claims that the Executive may have under the Age Discrimination in Employment Act of 1967, as amended (the "ADEA")** arising up to and including the date that the Executive signs and returns this Agreement and General Release. As required by the Older Workers Benefit Protection Act of 1990, the Executive is hereby advised that:

- the Executive is not waiving any rights or claims under the ADEA that may arise after the date the Executive signs this Agreement and General Release; and nothing in this Agreement and General Release prevents or precludes the Executive from challenging (or seeking a determination of) the validity of the waiver under the ADEA.

The Executive acknowledges that (i) he has been given at least twenty-one (21) calendar days (forty-five (45) days if required under applicable law) to consider this Agreement and General Release and that modifications hereof which are mutually agreed upon by the parties hereto, whether material or immaterial, do not restart the twenty-one day period; (ii) he has seven (7) calendar days from the date he executes this Agreement and General Release in which to revoke it; and (iii) this Agreement and General Release will not be effective or enforceable nor the amounts set forth in Section 1 paid unless the seven-day revocation period ends without revocation by the Executive. Revocation can be made by delivery and receipt of a written notice of revocation to [INSERT NAME/TITLE AND ADDRESS], by midnight on or before the seventh calendar day after the Executive signs the Agreement and General Release.

The Executive acknowledges that he has been advised to consult with an attorney of his choice with regard to this Agreement and General Release. The Executive hereby acknowledges that he understands the significance of this Agreement and General Release, and represents that the terms of this Agreement and General Release are fully understood and voluntarily accepted by him.

3. No Pending Claims. The Executive represents and warrants that he has no charges, lawsuits, or actions pending in his name against any of the Released Parties relating to any claim that has been released in this Agreement and General Release. The Executive also represents and warrants that he has not assigned or transferred to any third party any right or claim against any of the Released Parties that he has released in this Agreement and General Release.

4. Covenant not to Sue. Except as provided in section 9 below, the Executive covenants and agrees that he will not report, institute or file a charge, lawsuit or action (or encourage, solicit, or voluntarily assist or participate in, the reporting, instituting, filing or prosecution of a charge, lawsuit or action by a third party) against any of the Released Parties with respect to any claim that has been released in this Agreement and General Release.

5. Cooperation with Investigations/Litigation. The Executive agrees, at the Company's request, to reasonably cooperate, by providing truthful information, documents and testimony, in any Company investigation, litigation, arbitration, or regulatory proceeding regarding events that occurred during his employment with the Company. The Executive's requested cooperation may include, for example, making himself reasonably available to consult with the Company's counsel, providing truthful information and documents, and to appear to give truthful testimony. The Company will, to the extent permitted by applicable law and court rules, reimburse the Executive for reasonable out-of-pocket expenses that he incurs in providing any requested cooperation, so long as he provides advance written notice to the Company of such request for reimbursement and provide satisfactory documentation of the expenses. Nothing in this section is intended to, and shall not, preclude or limit the Executive's preserved rights described in section 9 below.

6. Confidentiality of this Agreement and General Release; Non-Disparagement. The Executive agrees that he will not disclose to others the existence or terms of this Agreement and General Release, except to his immediate family, attorneys and bona fide financial advisors and then only after securing the agreement of such individual(s) to maintain the confidentiality of this Agreement and General Release. The Executive also agrees that he will not at any time make any disparaging or derogatory statements concerning the Company or its business, products and services. However, nothing in this section is intended to, and shall not, restrict or limit the Executive from exercising his preserved rights described in section 9 or restrict or limit him from providing truthful information in response to a subpoena, other legal process or valid governmental inquiry. To the extent required by law, nothing in this section is intended to, and shall not, restrict or limit the Executive from testifying in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of the Company, or on the part of the agents or employees of the Company, when the Executive has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.

7. Non-Disclosure/Affirmation of Continuing Obligations. The Executive acknowledges and agrees that the confidentiality, intellectual property assignment, non-competition, non-solicitation and other restrictive covenants contained in the Employment Agreement (the "Restrictive Covenants") shall remain in full force and effect in accordance with their terms, and Executive hereby reaffirms Executive's agreement to comply with such Restrictive Covenants.

8. Return of Company Documents and Other Property. The Executive confirms that he has returned to the Company any and all Company documents, materials and information (whether in hardcopy, on electronic media or otherwise) related to Company business and/or containing any non-public information concerning the Company or its clients, as well as all equipment, keys, access cards, credit cards, computers, computer hardware and software, electronic devices and any other Company property in his possession, custody or control. The Executive also represents and warrants that he has not retained copies of any Company documents, materials or information (whether in hardcopy, on electronic media or otherwise). The Executive also agrees that he will disclose to the Company all passwords necessary or desirable to enable the Company to access all information which he has password-protected on any of its computer equipment or on its computer network or system.

9. Preserved Rights: This Agreement and General Release is not intended to, and shall not, in any way prohibit, limit or otherwise interfere with

(a) the Executive's protected rights under federal, state or local employment discrimination laws (including, without limitation, the ADEA and Title VII) to communicate or file a charge with, initiate, testify, assist, comply with a subpoena from, or participate in any manner in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission ("EEOC") or similar federal, state or local government body or agency charged with enforcing employment discrimination laws; provided, however, the Executive shall not be entitled to any relief or recovery (whether monetary or otherwise), and the Executive hereby waives any and all rights to relief or recovery, under, or by virtue of, any such filing of a charge with, or investigation, hearing or proceeding conducted by, the EEOC or any other similar federal, state or local government agency relating to any claim that has been released in this Agreement and General Release; or

(b) the Executive's protected right to test in any court, under the Older Workers Benefit Protection Act, or like statute or regulation, the validity of the waiver of rights under ADEA in this Agreement and General Release; or

(c) the Executive's protected right to disclose any facts necessary to receive unemployment insurance, Medicaid, or other public benefits to which he is entitled; or

(d) the Executive's right to enforce the terms of this Agreement and General Release and to exercise his rights relating to any other Excluded Claims.

10. No Admission. Nothing contained in this Agreement and General Release will constitute or be treated as an admission by the Executive, the Company or any of the other Released Parties of any liability, wrongdoing or violation of law.

11. Miscellaneous

(a) This Agreement and General Release shall inure to the benefit of the Company and the other Released Parties and shall be binding upon the Company and its successors and assigns. This Agreement and General Release also shall inure to the benefit of, and be binding upon, the Executive and his heirs, executors, administrators, trustees and legal representatives. This Agreement and General Release is personal to the Executive and he may not assign or delegate his rights or duties under this Agreement and General Release, and any such assignment or delegation will be null and void.

(b) The provisions of this Agreement and General Release are severable. If any provision in this Agreement and General Release is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement and General Release will remain in full force and effect and the invalid, illegal and unenforceable provision shall be reformed and construed so that it will be valid, legal and enforceable to the maximum extent permitted by law.

(c) The Company and the Executive shall each bear their own costs, fees (including, without limitation, attorney's fees) and expenses in connection with the negotiation, preparation and execution of this Agreement and General Release.

(d) The failure of the Company to seek enforcement of any provision of this Agreement and General Release in any instance or for any period of time shall not be construed as a waiver of such provision or of the Company's right to seek enforcement of such provision in the future.

(e) Given the full and fair opportunity provided to each party to consult with their respective counsel regarding terms of this Agreement and General Release, ambiguities shall not be construed against either party by virtue of such party having drafted the subject provision.

(f) The headings in this Agreement and General Release are included for convenience of reference only and shall not affect the interpretation of this Agreement and General Release.

(g) This Agreement and General Release may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement and General Release, or a signature page thereto intended to be attached to a copy of this Agreement and General Release, signed and transmitted by facsimile machine, telecopier or other electronic means (including via transmittal of a "pdf" file) shall be deemed and treated as an original document. The signature of any person thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party hereto, any facsimile, telecopy or other electronic document is to be re-executed in original form by the persons who executed the facsimile, telecopy of other electronic document. No party hereto may raise the use of a facsimile machine, telecopier or other electronic means or the fact that any signature was transmitted through the use of a facsimile machine, telecopier or other electronic means as a defense to the enforcement of this Agreement and General Release.

(h) All matters affecting this Agreement and General Release, including the validity thereof, are to be governed by, and interpreted and construed in accordance with, the laws of the State of California applicable to contracts executed in and to be performed in that State.

13. Opportunity to Review. The Executive represents and warrants that he:

- has had sufficient opportunity to consider this Agreement and General Release;
- has carefully read this Agreement and General Release and understand all of its terms;
- is not incompetent and has not had a guardian, conservator or trustee appointed for him;
- has entered into this Agreement and General Release of his own free will and volition and that, except for the promises expressly made by the Company in this Agreement and General Release, no other promises or agreements of any kind have been made to him by any person or entity whatsoever to cause him to sign this Agreement and General Release;
- understands that he is responsible for his own attorneys' fees and costs;
- has been advised and encouraged by the Company to consult with his own independent counsel before signing this Agreement and General Release;
- has had the opportunity to review this Agreement and General Release with counsel of his choice or has chosen voluntarily not to do so;
- was given at least twenty-one (21) days (forty-five (45) days if required under applicable law) to review this Agreement and General Release before signing it and understood that he was free to use as much or as little of the review period as he wished or considered necessary before deciding to sign it; and
- understands that this Agreement and General Release is valid, binding, and enforceable against the Executive and the Company according to its terms.

[SIGNATURE PAGE FOLLOWS THIS PAGE]

IN WITNESS WHEREOF, the Executive has executed this Agreement and General Release on the date set forth below.

Witness:

Neil Watanabe
[Address]

Agreed to and accepted on _____.

LOOP MEDIA, INC.

By: _____
Name:
Title:

CONFIDENTIAL

September 29, 2021

Jim Cerna
Loop Media, Inc.
700 N Central Avenue, Suite 430
Glendale, CA 91203

Dear Jim:

This letter confirms our conversations regarding the details of your ongoing employment and engagement with Loop Media, Inc. (the "Company") as you transition from the role of Chief Financial Officer ("CFO"), effective September 29, 2021, and assist in certain of the Company's strategic initiatives and sets forth the terms and conditions of that employment and/or engagement.

Effective September 30, 2021, your new role will be as Head of Strategic Initiatives at a rate of $17,500 per month, subject to periodic review and adjustment by the Company in its discretion. Among other things, your role will be to assist in the Company's transition to a new CFO and to assist the Company in evaluating certain strategic business opportunities. The time period for the transition (the "Transition Period") is expected to be 60 days. During the Transition Period, you will use your best good faith efforts to assist with the transition to the new CFO, including providing historical insight and other information for purposes of any potential up list of the Company to a national securities exchange and the preparation of any periodic reports. If the Company determines you have acted in a manner that is unprofessional, uncooperative or otherwise engage in conduct that constitutes cause in the Company's discretion, the Company reserves the right to end your employment sooner.

During the Transition Period, you will be entitled to participate in all of its then-current customary employee benefit plans and programs, and in all events subject to eligibility requirements, enrollment criteria, and the other terms and conditions of such plans and programs. The Company reserves the right to change or rescind its benefit plans and programs and alter employee contribution levels in its discretion.

By executing this letter below, you reaffirm that during your employment thus far, and continuing through the Transition Period, you shall not use or disclose, in whole or in part, the Company's or its clients' trade secrets, confidential and proprietary information, including client lists and information, to any person, firm, corporation, or other entity for any reason or purpose whatsoever other than in the course of your employment with the Company or with the prior written permission of the Company's CEO.

From the end of the Transition Period to June 1, 2022 and conditioned upon you signing the Company's form of transition and separation and general release agreement (the "***Separation Agreement***") and complying with all of its terms, the Company agrees to allow you to continue receiving your regular base salary and benefits, but working a reduced work schedule, during which you will provide strategic assistance and support to the Company as referenced in the Separation Agreement.

You also will be required to execute the non-disclosure and invention assignment agreement (the "***Non-Disclosure and Invention Assignment Agreement***") in substantially the form annexed to this letter as Exhibit A, and the Loop Media, Inc. Insider Confidentiality and Insider Trading Compliance Certificate (the "***Insider Trading Compliance Certificate***") in the form annexed to this letter as Exhibit B, the terms of which are in addition to the terms of this letter.

Please sign your name at the end of this letter to signify your understanding and acceptance of these terms and that no one at the Company has made any other representation or warranty to you.

Sincerely,

DocuSigned by:
Jon Niermann
2A059AFBFC4A4DF...

By: _____
Name: Jon Niermann
Title: CEO

Agreed to and Accepted by:

DocuSigned by:
Jim Cerna
ED5F271953FE4B0...

_____ Date: 9/29/2021
Jim Cerna

EXHIBIT A

LOOP MEDIA, INC.
NON-DISCLOSURE AND INVENTION ASSIGNMENT AGREEMENT

This Non-Disclosure and Invention Assignment Agreement ("**Agreement**") is made by and between Loop Media, Inc. (hereinafter referred to as "**Employer**" or "**Company**"), and Jim Cerna (hereinafter referred to as "**Employee**").

RECITALS

A. Employer desires to employ Employee and Employee desires to become employed by the Company.

B. Employee will, by virtue of her/his employment with Employer, become privy to Employer's "Confidential Information" (defined below).

C. Employee's position, duties, compensation, and benefits will be communicated orally or set forth under separate writing and may change from time to time in the sole discretion of the Company. The terms of Sections 2-8 and 13 of this Agreement shall survive the termination of Employee's employment with the Company.

D. Employer would not agree to employ Employee absent Employee's execution of this Agreement agreeing to abide by the restrictive covenants herein.

NOW, THEREFORE, in consideration of Employer's hiring Employee as an at-will Employee and Employee's execution of this Agreement, Employee and Employer agree as follows:

AGREEMENT

1. Exclusive Employment

During her/his employment with Employer, Employee shall devote her/his full professional time and attention exclusively to rendering services to Employer. Employee will at all times exercise a duty of loyalty to Employer, act in good faith, as an honest and prudent person, in a manner that he believes is in the best interests of the Employer and in a manner that will promote the Company's goodwill. Employee shall not work for, or be connected with, or concerned in, any other business, directly or indirectly, alone or in association with, others without the prior approval of the Company. Employee may, however, accept service as a board member of charitable or community organizations where such service will be beneficial to the community, to Employer or to Employee's personal development. Additionally, Employee shall not be prohibited from making passive investments in other noncompeting businesses, provided such investments do not require Employee's participation in management or operations.

2. Confidential Information

Employee hereby understands and acknowledges that because of Employee's experience with and relationship to the Company, in the course of her/his Term of Employment he will acquire knowledge and will have access to and learn about confidential, secret and proprietary documents, materials, data, and other information, in tangible and intangible form, of and relating to the Company and its businesses ("**Confidential Information**"). Employee further understands and acknowledges that this Confidential Information and the Company's ability to reserve it for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure of the Confidential Information by Employee might cause the Company to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages and criminal penalties.

For purposes of this Agreement, Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, source codes, object codes, applications, operating systems, software design, web design, databases, device configurations, embedded data, compilations, metadata, technologies, manuals, records, articles, systems, content, sources of content, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, payroll information, personnel information, employee lists, content provider lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, notes, communications, algorithms, product plans, service plans, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, distributor lists, customer information, customer lists, client information and client lists of the Company or its businesses or any existing or prospective customer, content provider, investor or other associated third party, or of any other person or entity that has entrusted information to the Company in confidence.

Employee understands and acknowledges that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

Employee understands and acknowledges that Confidential Information developed by him in the course of her/his employment by the Company shall be subject to the terms and conditions of this Agreement as if the Company furnished the same Confidential Information to Employee in the first instance. Confidential Information shall not include information that is generally available to and known by the public at the time of disclosure to Employee, provided that such disclosure is through no direct or indirect fault of Employee or person(s) acting on Employee's behalf.

For purposes of this Agreement, all information regarding specific prospective and existing customers and clients of the Company and other individuals and businesses with whom the Company does business is collectively referred to as "**Customer/Client Information**" and includes, but is not limited to, names, phone numbers, addresses, email addresses, order history, order preferences, chain of command, pricing information, and other information identifying facts and circumstances specific to the customer/client and relevant to sales/services. All books, records, accounts and information relating in any manner to the Customer/Client Information, whether prepared by Employee or otherwise coming into Employee's possession, shall be the exclusive property of the Company and shall be returned immediately to the Company on termination of Employee's employment hereunder or on the Company's request at any time.

Upon termination of Employee's employment with Employer or at any time sooner upon demand, regardless of whether such termination is voluntary, involuntary, or with or without cause, all records containing Confidential Information, including, but not limited to, all notes, memos, plans, records, letters, emails, reports, magnetic tapes, magnetic diskettes and other tangible materials, including copies thereof in Employee's possession, whether prepared by Employee or by others, shall be left with Employer.

All Confidential Information is the property of Employer. No license or other rights to Confidential Information are granted or implied by this Agreement.

3. Disclosure and Use Restrictions.

Employee covenants and agrees to treat all Confidential Information as strictly confidential, and:

(a) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever (including other employees of the Company) not having a need to know and authority to know and to use the Confidential Information in connection with the business of the Company and, in any event, not to anyone outside of the direct employ of the Company except as required in the performance of any of Employee's authorized employment duties to the Company; and

(b) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of the Company, except as required in the performance of any of Employee's authorized employment duties to the Company. Employee understands and acknowledges that Employee's obligations under this Agreement regarding any particular Confidential Information begin immediately and shall continue during and after Employee's employment by the Company until the Confidential Information has become public knowledge other than as a result of Employee's breach of this Agreement or a breach by those acting in concert with Employee or on Employee's behalf.

Nothing in this Agreement 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, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Employee shall promptly provide written notice of any such order to an authorized officer of the Company.

Nothing in this Agreement prohibits or restricts Employee (or Employee's attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization, or any other federal or state regulatory authority regarding a possible securities law violation. In addition, pursuant to the Defend Trade Secrets Act, 18 USC Sections 1833(b)(1) or (2): (a) Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret if (i) Employee makes such disclosure in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law; or (ii) Employee makes such disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and (b) if an individual files a lawsuit for retaliation by an employer for reporting suspected violation of law, the individual may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

4. Duration of Confidentiality Obligations

Employee understands and acknowledges that her/his obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon Employee first having access to such Confidential Information (whether before or after he begins employment by the Company) and shall continue during and after her/his employment by the Company until such time as such Confidential Information has become public knowledge other than as a result of Employee's breach of this Agreement or breach by those acting in concert with the Employee or on Employee's behalf.

5. Intellectual Property

Employer owns all Intellectual Property, hereinafter defined, and Works, hereinafter defined, which Employee has made, conceived, developed, discovered, reduced to practice, or has fixed in a tangible medium of expression, and all Intellectual Property and Works that Employee shall make, conceive, develop, discover, reduce to practice or fix in a tangible medium of expression, alone or with others, either (a) during Employee's employment by Employer (including past employment by Employer, and whether or not during working hours), or (b) within one year after Employee's employment ends if the Intellectual Property or Works results from any work Employee performed for Employer or involved the use or assistance of Employer's facilities, materials, personnel, or Confidential Information.

Employee will promptly disclose to Employer, will hold in trust for Employer's sole benefit, will assign to Employer and hereby does assign to Employer, all Intellectual Property and Works described in the prior paragraph, including all copyrights (including renewal rights), patent rights, and trade secret rights therein, including those vested and contingent. Employee will waive and hereby does waive any moral rights Employee has or may have in the Intellectual Property and Works described in the prior paragraph. Employee agrees that all Works Employee produces within the scope of her/his employment (which shall include all Works Employee produces related to Employer's business, whether or not done during regular working hours) shall be considered "works made for hire" so that Employer will be considered the author of the Works under the federal copyright laws. At Employer's direction and expense Employee will execute all documents and take all actions necessary or convenient for Employer to document, obtain, maintain, or assign its rights to these Intellectual Property and Works. Employer shall have full control over all applications for patents or other legal protection of all Intellectual Property and Works.

"**Intellectual Property**" means discoveries, developments, concepts, designs, ideas, improvements to existing technology, processes, procedures, machines, products, services, manufacturing, teaching methods, compositions of matter, formulas, algorithms, computer programs and techniques, and all other matters ordinarily intended by the word "intellectual property," whether or not patentable or copyrightable. "Intellectual Property" also includes all records and expressions of those matters. "**Works**" means original works of authorship, including interim work product, modifications and derivative works, and all similar matters, whether or not copyrightable.

Pursuant to California Labor Code Section 2870, Employee understands that this Agreement does not apply to any Intellectual Property of Employee's for which no equipment, supplies, facilities, or trade secret information of Employer was used and which was developed entirely on Employee's own time, unless (a) the Intellectual Property relates directly to Employer's business or actual or demonstrably anticipated research or development, or (b) the Intellectual Property results from any work Employee performed for Employer. Employee agrees that the foregoing exclusions are intended to meet the Company's obligations to comply with the requirements of California Labor Code Section 2870, and understands that the provisions of this Agreement requiring assignment of Intellectual Property to the Company do not apply to any invention which qualifies fully under the provisions of California Labor Code Section 2870.

Employee understands that all Intellectual Property that Employee is currently developing and all Intellectual Property belonging to Employee and made by Employee prior to and not connected with her/his employment with Employer may be excluded from this Agreement, provided that all such Intellectual Property is fully and accurately disclosed in Exhibit A attached to this Agreement. If Employee has not identified any Intellectual Property on Exhibit A, Employee represents that there are no such Intellectual Properties. Unless otherwise agreed to in writing by Employer and Employee, Employee will be deemed to grant Employer a royalty-free, unrestricted license in any Intellectual Property and Works of Employee that he brings to Employer that are used in the course of Employer's business or that are incorporated into any Intellectual Property or Works that belong to Employer.

6. Definition of Company

The term "**Company**" also shall include any existing or future subsidiaries of the Company that are operating during the time periods described herein and any other entities that directly or indirectly, through one or more intermediaries, control, are controlled by or are under common control with the Company during the periods described herein.

7. Acknowledgment by Employee

Employee acknowledges and confirms that the terms of this Agreement are reasonably necessary to protect the legitimate business interests of the Company, and are not overbroad, overlong, or unfair and are not the result of overreaching, duress or coercion of any kind.

Employee further acknowledges and confirms that the compensation payable to Employee under this Agreement is in consideration for the duties and obligations of Employee hereunder, including the restrictive covenants contained in this Agreement, and that such compensation is sufficient, fair and reasonable.

Employee further acknowledges and confirms that her/his full, uninhibited and faithful observance of each of the covenants contained in this Agreement will not cause her/him any undue hardship, financial or otherwise, and that enforcement of each of the covenants contained herein will not impair her/his ability to obtain employment commensurate with her/his abilities and on terms fully acceptable to him or otherwise to obtain income required for the comfortable support of him and her/his family and the satisfaction of the needs of her/his creditors.

Employee acknowledges and confirms that the Confidential Information is such as would cause the Company serious injury or loss if he were to use such Confidential Information to the benefit of a competitor or were to compete with the Company in violation of the terms of this Agreement.

Employee further acknowledges that the restrictive covenants contained in this Agreement are intended to be, and shall be, for the benefit of and shall be enforceable by, the Company's successors and assigns.

Employee expressly agrees that upon any breach or violation of the provisions of this Agreement, the Company shall be entitled, as a matter of right, in addition to any other rights or remedies it may have, to: (a) temporary and/or permanent injunctive relief in any court of competent jurisdiction as described herein; and (b) such damages or other relief as are provided at law or in equity without being required to post a bond or other security.

Employee acknowledges that the existence of any claim or cause of action against the Company or its affiliates, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement of the restrictions contained in this Agreement.

8. No Guarantee of Employment

Employee understands this Agreement is not a guarantee of continued employment and that her/his employment with Employer is at will. Employee further understands and agrees that her/his employment is terminable at any time by Employer or Employee, with or without cause or prior notice.

9. Extension of Time

If Employee shall be in violation of any provision of this Agreement, then each time limitation set forth in this Agreement shall be extended for a period of time equal to the period of time during which such violation or violations occur. If the Company seeks injunctive relief from such violation in any court, then the covenants set forth in this Agreement shall be extended for a period of time equal to the pendency of such proceeding including all appeals by Employee.

10. No Conflicting Agreements

Employee is not a party to any agreements, such as a noncompetition agreement, that limit her/his ability to perform her/his duties for Employer.

11. Use of Third-Party Information

Employee hereby represents, warrants and covenants that he will not, during the period of her/his employment with the Company and in the course of carrying out her/his responsibilities to the Company, make any improper use or disclosure of information to which any third party has a rightful claim of ownership or that is subject to an ongoing obligation of confidentiality to any third party, particularly any prior employers of Employee. Employee further represents, warrants and covenants that he will not bring onto the premises of the Company or share with any other Employee or agent of the Company any manuals, procedures, data, documents, or other such information acquired in connection with Employee's previous employment unless he has written permission from such previous employer to do so.

12. Successor in Interest

This Agreement shall be binding upon and inure to the benefit of any successor in interest of Employer. This Agreement may not be assigned by Employee.

13. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California, without regard to principles of conflict of laws.

14. Jurisdiction and Venue

The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Los Angeles County, California, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement which is expressly permitted by the terms of this Agreement to be brought in a court of law, shall be brought in the courts of record of the State of California in Los Angeles County or the court of the United States, Central District of California; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; (c) waives any objection which it or he may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court papers may be effected on such party by mail, as provided in this Agreement, or in such

other manner as may be provided under applicable laws or court rules in such courts.

15. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and, upon its effectiveness, shall supersede all prior agreements, understandings and arrangements, both oral and written, between Employee and the Company (or any of its affiliates) with respect to such subject matter. This Agreement may not be modified in any way unless by a written instrument signed by both the Company and Employee.

16. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered by courier, sent by registered or certified mail, return receipt requested or sent by confirmed electronic transmission addressed as set forth herein. Notices personally delivered, sent by facsimile or e-mail or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given upon the earlier of receipt by the addressee, as evidenced by the return receipt thereof, or three days after deposit in the U.S. mail. Notice shall be sent: (a) if to the Company, addressed to 700 N. Central Ave., Suite 430, Glendale, California 91203, Attention: Chairman of the Board and General Counsel; and (b) if to Employee, to her/his address as reflected on the payroll records of the Company, or to such other address as either party shall request by notice to the other in accordance with this provision.

17. Right to Consult with Counsel; No Drafting Party

Employee acknowledges having read and considered all of the provisions of this Agreement carefully, and having had the opportunity to consult with counsel of her/his own choosing, and, given this, Employee agrees that the obligations created hereby are not unreasonable. Employee acknowledges that he has had an opportunity to negotiate any and all of these provisions and no rule of construction shall be used that would interpret any provision in favor of or against a party on the basis of who drafted the Agreement.

18. Severability

The invalidity of any one or more of the words, phrases, sentences, clauses, provisions, sections or articles contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses, provisions, sections or articles contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, provisions or provisions, section or sections or article or articles had not been inserted. If such invalidity is caused by length of time or size of area, or both, the otherwise invalid provision will be considered to be reduced to a period or area which would cure such invalidity.

19. Waivers

The waiver by either party hereto of a breach or violation of any term or provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation.

20. Damages; Attorneys Fees

Nothing contained herein shall be construed to prevent the Company or Employee from seeking and recovering from the other damages sustained by either or both of them as a result of its or her/his breach of any term or provision of this Agreement. In the event that either party hereto seeks to collect any damages resulting from, or the injunction of any action constituting, a breach of any of the terms or provisions of this Agreement, then the prevailing party shall pay all reasonable costs and attorneys' fees of the other.

21. Section Headings

The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

22. Rules of Interpretation

Except as otherwise expressly provided in this Agreement, the following rules shall apply to this Agreement: (a) words in the singular include the plural and words in the plural include the singular; (b) words importing the use of any gender shall include all genders where the context or the party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made; (c) the word “or” is not exclusive and “include” and “including” are not limiting; (d) a reference to any agreement or other contract includes any permitted supplements and amendments; (e) a reference to a section or paragraph in this Agreement shall, unless the context clearly indicates to the contrary, refer to all sub-parts or sub-components of any said section or paragraph; and (f) words such as “hereunder”, “hereto”, “hereof”, and “herein”, and other words of like import shall, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular clause hereof

23. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. A signed copy of this Agreement (including any digital or electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) delivered by electronic mail or other means of electronic transmission of a .pdf or similar file shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

This Agreement has been duly signed by the parties.

LOOP MEDIA, INC.

By _____ By _____

Jim Cerna

Jon Niermann
Chief Executive Officer

DATED:

DATED:

EXHIBIT A
PRIOR INTELLECTUAL PROPERTY

EXHIBIT B

Loop Media, Inc. Insider Confidentiality and Insider Trading Compliance Certificate

(*see attached*)

Loop Insider
Confidentiality and Insider Trading
Compliance Certificate

Loop Media, Inc. (the "***Company***") has adopted policies to help protect confidential information and prevent the improper insider trading or tipping. These policies are attached to this certificate and include:

- LOOP Employee Confidentiality Policy (the "***Confidentiality Policy***")
- LOOP Insider Trading Conduct Policy (the "***Insider Trading Policy***")

This certificate is required to be provided by all officers, directors, employees, advisors, and consultants, as well as any outsiders whom the Compliance Officer may designate as insiders because they have access to material nonpublic information concerning the Company.

I hereby acknowledge that I have received the Confidentiality Policy and the Insider Trading Policy and have reviewed and understand each of such Policies and agree to comply with the terms thereof.

Acknowledged and Agreed,

Signature

JIM CERNA
Name

Date

LOOP Employee Confidentiality Policy

Policy Brief & Purpose

We designed our company confidentiality policy to explain how we expect our employees to treat confidential information. Employees will unavoidably receive and handle personal and private information about clients, partners, and our company. We want to make sure that this information is well-protected.

We must protect this information for two reasons. It may:

- Be legally binding (e.g. sensitive customer data)
- Constitute the backbone of our business, providing a competitive edge

Scope

This policy affects all employees, including board members, investors, contractors and volunteers, who may have access to confidential information.

Policy elements

Confidential and proprietary information is secret, valuable, expensive and/or easily replicated. Common examples of confidential information are:

- Unpublished financial information
- Data of Customers/Partners/Vendors/Labels
- Patents, formulas or new technologies
- Customer lists (existing and prospective)
- Data entrusted to our company by external parties
- Pricing/marketing and other undisclosed strategies
- Documents and processes explicitly marked as confidential
- Unpublished goals, forecasts and initiatives marked as confidential

Employees may have various levels of authorized access to confidential information.

What employees should do:

- Lock or secure confidential information at all times
- Shred confidential documents when they're no longer needed
- Make sure they only view confidential information on secure devices
- Only disclose information to other employees when necessary/authorized
- Keep confidential documents inside our company's premises or your home

What employees shouldn't do:

- Use confidential information for personal benefit or profit
- Disclose confidential information to anyone outside of our company
- Replicate confidential documents/files and store them on insecure devices

When employees stop working for our company or at any time sooner upon demand, they are obliged to return any confidential files and delete them from their personal devices.

Confidentiality Measures

We'll take measures to ensure that confidential information is well protected. We will:

- Store and lock paper documents
- Encrypt electronic information and safeguard databases
- Ask employees to sign non-compete and/or non-disclosure agreements
- Require authorization by senior management to allow employees to access certain confidential information

Disciplinary Consequences

Employees who do not respect our confidentiality policy will face disciplinary and, possibly, legal action.

We will investigate every breach of this policy. We will terminate any employee who willfully or regularly breaches our confidentiality guidelines for personal profit. We may also have to punish any unintentional breach of this policy depending on its frequency and seriousness. We will terminate employees who repeatedly disregard this policy, even when they do so unintentionally.

This policy is binding even after separation of employment.

Nothing in this Policy shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. Employee shall promptly provide written notice of any such order to an authorized officer of the Company. Nothing in this Policy prohibits or restricts Employee from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), or any other self-regulatory organization, or any other federal or state regulatory authority regarding this Policy or its underlying facts or circumstances. Employee further acknowledges that pursuant to the Defend Trade Secrets Act, 18 USC Sections 1833(b)(1) or (2): (a) Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret if (i) Employee makes such disclosure in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and such disclosure is made solely for the purpose of reporting or investigating a suspected violation of law; or (ii) Employee makes such disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and (b) if an individual files a lawsuit for retaliation by an employer for reporting suspected violation of law, the individual may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

LOOP Insider Trading Conduct Policy

Purpose

Anyone who has knowledge of material nonpublic information may be considered an "***Insider***" for purposes of the federal securities laws prohibiting insider trading. As a result, it is a violation of the policy of Loop Media, Inc. (the "***Company***") and the federal securities laws for any officer, director, employee, advisor, or consultant of the Company to:

- trade in securities of the Company while aware of "***material nonpublic information***" concerning the Company or
- communicate, "***tip***" or disclose material nonpublic information to outsiders so that they may trade in securities of the Company based on that information.

To prevent even the appearance of improper insider trading or tipping, the Company has adopted this Insider Trading Policy ("***Policy***") for all of its officers, directors, employees, advisors or consultants and their family members, as well as for others who have access to information through business relationships with the Company.

The consequences of prohibited insider trading or tipping can be severe. Violation of this Policy by any Insider may result in disciplinary action by the Company up to and including immediate termination for cause. Moreover, persons violating insider trading or tipping rules may be required to:

- disgorge the profit made or the loss avoided by the trading, whether received by the insider or someone receiving a tip
- pay significant civil penalties, and
- pay a criminal penalty and serve time in jail

In addition to individual sanctions, the Company may also be required to pay civil or criminal penalties.

Scope

A. Covered Persons

This Policy covers all directors, officers and employees, advisors or consultants of the Company and their respective family members and any outsiders whom the Compliance Officer (referenced below) may designate as Insiders because they have access to material nonpublic information concerning the Company ("***Insiders***").

B. Covered Transactions

The Policy applies to any and all transactions in the Company's securities. For purposes of the Policy, the Company's securities include its common stock, options to purchase or sell common stock and any other type of securities that the Company may issue, such as preferred stock, convertible debentures, warrants and exchange-traded options or other derivative securities and short sales (collectively, "***Company Securities***"). Transactions in Company Securities include not only market transactions, but also private sales of Company Securities, pledges of Company Securities to secure a loan or margin account, as well as charitable donations of Company Securities.

Policy Delivery

The Policy will be delivered to all Insiders. Upon first receiving a copy of the Policy or any revised versions, each recipient must sign an acknowledgment that he or she has received a copy of the Policy and agrees to comply with the Policy's terms.

Section 16 Persons and Designated Employees

A. Section 16 Persons.

Each member of the Company's Board of Directors ("***Board***") and those officers of the Company designated by the Board to be Section 16 officers of the Company are subject to the reporting provisions and trading restrictions of Section 16 of the Securities Exchange Act of 1934 and the underlying rules and regulations promulgated by the U. S. Securities and Exchange Commission ("***SEC***") ("***Section 16 Persons***"). Section 16 Persons must obtain prior approval of all trades in Company Securities from the Company's Compliance Officer in accordance with the procedures set below.

B. Designated Employees.

In addition to Section 16 Persons, the Compliance Officer may designate additional officers and employees as "***Designated Employees***." Designated Employees are those officers or employees or outside consultants or contractors that the Company considers, because of their duties, to have regular access to material nonpublic information. In addition to the Policy's general proscription against insider trading or tipping, Designated Employees must comply with additional trading restrictions detailed below.

Definition of "Material Nonpublic Information"

Material Information

"***Material Information***" is any information about the Company that a reasonable investor would consider important in making an investment decision to buy or sell the Company's Securities. If an investor would want to buy or sell securities based in part on the information, the information should be considered material. In simple terms, material information is any type of information that could reasonably be expected to affect the price of Company Securities. While it is not possible to identify all information that would be deemed "material," the following types of information ordinarily would be considered material:

- financial performance, especially quarterly and year-end earnings;
- significant changes in financial performance outlook or liquidity of the Company as a whole or of a reporting segment of the Company's business;
- company projections that significantly differ from external expectations;
- potential mergers and acquisitions or the sale of significant Company assets or subsidiaries;
- new major contracts, orders, suppliers, customers or finance sources, or the loss thereof;
- major discoveries or significant changes or developments in products or product lines, research or technologies;
- approvals or denials of requests for regulatory approval by government agencies of products, patents or trademarks;
- significant changes or developments in supplies or inventory, including significant product defects, recalls or product returns;
- significant pricing changes;
- stock splits, public or private securities/debt offerings or changes in Company dividend policies or amounts;
- significant changes in management;
- significant labor disputes or negotiations, including possible strikes;
- actual or potential exposure to major litigation, or the resolution of such litigation;
- possible proxy contests;
- imminent or potential changes in the Company's credit rating by a rating agency;
- voluntary calls of debt or preferred stock of the Company;
- the contents of forthcoming publications that may affect the market price of Company Securities;
- statements by stock market analysts regarding the Company and/or its securities;
- significant changes in sales volumes, market share, production scheduling, product pricing or mix of sales;

• analyst upgrades or downgrades of a Company Security;
• significant changes in accounting treatment, write-offs or effective tax rate;
• impending bankruptcy or financial liquidity problems of the company or one of its subsidiaries or significant business partners;
• gain or loss of a substantial customer or supplier; or
• a significant cybersecurity incident experienced by the company that has not yet been made public.

Nonpublic Information

Information is considered "***nonpublic***" until it has not been widely disseminated to the public through SEC filings, major newswire services, national news services and financial news services and there has been sufficient time for the market to digest that information. For the purposes of this Policy, information will be considered public after the close of trading on the second full business day after the Company's widespread public release of the information. Thus, no transaction should take place until the third business day after the disclosure of the material information.

Statement of Company Policy and Procedures

Prohibited Activities

No Insider may trade in Company Securities while aware of material nonpublic information concerning the Company.

No Insider may trade in Company Securities during any special trading blackout periods as designated by the Compliance Officer. The deviation of any blackout period as well as those Insiders subject to the blackout shall be determined by the Compliance Officer. Moreover, the Insider will not disclose to any person the applicability of a special blackout period without prior permission of the Compliance Officer.

No Section 16 Person or Designated Employee may trade in Company Securities without prior written approval of the Compliance Officer under the procedures set forth below. To the extent possible, Section 16 Persons and Designated Employees should retain all records and documents that support their reasons for making each trade.

No Section 16 Person or Designated Employee may trade in Company Securities outside of the applicable "***trading windows***" described below.

The Compliance Officer may not trade in Company Securities unless the trade(s) have been approved by the Chief Financial Officer or Chief Executive Officer in accordance with the procedures set forth below.

No Insider may "tip" or disclose material nonpublic information concerning the Company to any outside person, including family members, even if that person is expected to hold such "tip" in confidence, unless required as part of that Insider's regular duties for the Company or authorized by the Compliance Officer. In the case of inadvertent disclosure to an outside person, the Insider must advise the Compliance Officer as soon as the inadvertent disclosure has been discovered. To protect against inadvertent disclosures, all inquiries from outsiders regarding material nonpublic information about the Company must be forwarded to the Compliance Officer or the Head of Investor Relations.

No Insider may give trading advice of any kind about the Company to anyone, whether or not such Insider is aware of material nonpublic information about the Company.

No Insider may trade in any interest or position relating to the future price of Company Securities, such as a put, call or short sale.

Without the specific prior approval of the Compliance Officer, the Chief Executive Officer or the Board of Directors, no Insider shall accept outside employment, as a consultant, independent contractor or employee, where the Insider is being compensated for the Insider's knowledge of the Company or the industry or potential products of the Company.

Without the specific prior approval of the Compliance Officer, the Chief Executive Officer or the Board of Directors, no Insider shall respond to market rumors or otherwise make any public statements regarding the Company or its prospects. This includes responding to or commenting on Internet-based bulletin boards or social media platforms. If you become aware of any rumors or false statements, you should report them to the Compliance Officer.

Trading Windows and Blackout Periods

Provided that no other restrictions on trading in Company Securities apply, Section 16 Persons and Designated Employees may trade in Company Securities during and only during the period beginning at the close of trading three full trading days following the Company's widespread public release of quarterly or year-end earnings and ending on the last trading day of the second month following the end of the preceding quarter.

Notwithstanding the above provisions, any Section 16 Person or Designated Employee who is aware of material nonpublic information concerning the Company may not trade in Company Securities even during a trading window until two business days after such material nonpublic information has been subject to the Company's widespread public release of the information.

No Insiders identified by the Compliance Officer as being subject to a special blackout period may trade in Company Securities during such special blackout period. The Compliance Officer may, following consultation with the Chief Financial Officer or Chief Executive Officer, declare such special blackout periods from time-to-time as conditions warrant. No Insider, whether or not subject to a special black out period, may disclose to any outside third party that a special blackout period has been designated.

Procedures for Approving Trades by Section 16 Individuals

No Section 16 Person or Designated Employee may trade in Company Securities until:

- the Section 16 Person or Designated Employee seeking to trade has notified the Compliance Officer in writing before at least one business prior to the proposed trade and the amount and nature of the proposed trade; and
- the Section 16 Person or Designated Employee seeking to trade has certified in writing to the Compliance Officer before no more than one business day prior to the proposed trade(s) that he or she is not aware of material nonpublic information concerning the Company.

If the Compliance Officer desires to complete any trades involving Company Securities, he or she must first obtain the approval of the Chief Executive Officer or the Chief Financial Officer of the Company.

The existence of the foregoing approval procedures does not in any way obligate the Compliance Officer (or, in the case of any trade by the Compliance Officer, the Chief Executive Officer or the Chief Financial Officer of the Company) to approve any trades requested by Section 16 Persons or the Compliance Officer.

All trades approved under this section must be exercised within 2 days of the approval (the "***Approval Period***"). Provided, however, if the Insider comes into possession of material nonpublic information before trading, the Insider may not trade. Trades not exercised within the Approval Period require new approval from the Compliance Officer.

Exceptions to Application of Policy

Employee Benefit Plans

The trading prohibitions and restrictions set forth in this Policy do not apply to periodic contributions by the Company or employees to the any Loop Stock Purchase Plan ("SPP") pursuant to the terms and conditions of those plans, if any. However, no officer or employee may alter his or her instructions regarding the purchase or sale of Company Securities in such plans:

- while aware of material nonpublic information;
- in the case of Section 16 Persons or Designated Employees, prior to receiving approval of the purchase or sale as described above; and
- in the case of Section 16 Persons and Designated Employees, while any applicable trading window is closed or applicable special blackout period is in effect.

Stock Option Plans.

Insiders may exercise company stock options where no company stock is sold in the market. Cashless sales—e.g., "cashless sales" where company stock is sold to pay for exercising the options—are considered under this Policy to be transactions in Company Securities and must comply with the provisions of this Policy, including the applicability of any prior approval, trading window or blackout period requirements as they may apply to an Insider. No cashless sale is permitted when the insider is in possession of material, nonpublic information, except as provided below.

Rule 10b5-1 Plans

Exchange Act Rule 10b5- l was adopted by the SEC to protect persons from insider trading liability for transactions under a written trading plan previously established at a time when the insider did not possess material nonpublic information. Under a properly established 10b5-1 plan with respect to securities (a "**10b5-1 Plan**"), Insiders may complete transactions in Company Securities at any time, including during blackout periods and outside trading windows or even when the Insider possesses material nonpublic information. Thus a 10b5-1 Plan offers an opportunity for Insiders to establish a systematic program of transactions in Company Securities over periods of time that might include periods in which such transactions would otherwise be prohibited under the federal securities laws or this policy. A variety of arrangements can be structured to meet the requirements of Rule 10b5-1. In particular, a 10b5-1 Plan can take the form of a blind trust, other trust, pre-scheduled stock option exercises and sales, pre-arranged trading instructions and other brokerage and third-party arrangements over which the Insider has no control once the plan takes effect.

Insiders who desire to implement a 10b5-1 Plan must first obtain approval of the plan by the Compliance Officer. To be eligible for approval, the 10b5-1 Plan:

- must be established during a trading window (and not during any black out period);
- must be in writing;
- must either irrevocably set forth the future date or dates on which purchase or sale of securities are to be made, the prices at which the securities are to be purchased or sold, the broker who will be responsible for effecting the transactions (or method of transaction if not through a broker), or provide a formula for determining the price of the securities to be purchased or sold and the date or dates on which the transactions are to be completed;
- may not permit the direct or indirect exercise of any influence over the timing or terms of the purchase or sale by the Insider; and
- may not take effect until 60 days after the plan is approved by the Compliance Officer.

The Compliance Officer will maintain a copy of all 10b5-1 Plans.

The Insider must provide the Compliance Officer written notice of any termination or modification (in which case, the modification must be approved in writing by the Compliance Officer prior to effectiveness and may not take effect until 60 days after the plan is approved by the Compliance Officer.

Reporting of Violations

Any Insider who violates this Policy or any federal, state or self regulatory organization ("***SRO***") rule or law governing insider trading or tipping, or knows of any such violation by any other Insider, must report the violation immediately to the Compliance Officer. Upon receipt of notice of a potential violation of this Policy, the Compliance Officer:

- shall make inquiry either through the office of the General Counsel or with assistance of outside counsel, to determine whether a violation may have occurred;
- shall report the potential violation of this Policy to the Board of Directors if the Compliance Officer concludes a violation occurred or if the Compliance Officer is unable to conclude that no violation occurred; and
- upon determining that any such violation has occurred, in consultation with the Company's Disclosure Committee and, where appropriate, the Chair of the Board, will determine whether the Company should release any material nonpublic information.

If the Compliance Officer or Board of Directors determines that a violation of the Policy occurred, they may discipline the Insider, including immediate termination. The Board of Directors may also report the violation to federal or state law enforcement agencies and/or applicable SRO.

VIII. Inquiries

Please direct all inquiries regarding any of the provisions or procedures of this Policy to the Compliance Officer.

Insider Trading Compliance Officer

The Company has designated Patrick J. Sheil, as its Insider Trading Compliance Officer. The Insider Trading Compliance Officer, in consultation with the Company's Chief Financial Officer and/or Chief Executive Officer, will review and either approve or prohibit all proposed trades by Section 16 Persons in accordance with the procedures set forth above.

In addition to the trading approval duties described above, the duties of the Insider Trading Compliance Officer shall include the following:

- administering this Policy and monitoring and enforcing compliance with all Policy provisions and procedures;
- with the assistance of Human Resources, overseeing the training of new and existing officers, directors, employees and others on the requirements of this Policy;
- responding to all inquiries relating to this Policy and its procedures;
- designating and announcing special trading blackout periods during which Insiders, that the Insider Trading Compliance Officer determines, may not trade in Company Securities;
- providing copies of this Policy and other appropriate materials to all current and new directors, officers, employees and such other persons whom the Insider Trading Compliance Officer determines may regularly have access to material nonpublic information concerning the Company, and assuring that human resources has collected and maintained the required certification of employee receipt of the Policy;
- administering, monitoring and enforcing compliance with all federal, state and SRO insider trading statutes, regulations and rules;
- proposing recommendations for revisions to the Policy to the Board of Directors as necessary to reflect changes in insider trading laws, regulations or rules of any federal or state governmental body or SRO; and
- maintaining as Company records originals or copies of all documents required by the provisions of this Policy or the procedures set forth herein, and copies of all required SEC reports relating to insider trading.

The Insider Trading Compliance Officer may designate one or more individuals who may perform the Compliance Officer's duties in the event that the Insider Trading Compliance Officer is unable or unavailable to perform such duties.

Exhibit 99.1

LOOP MEDIA ANNOUNCES

APPOINTMENT OF NEW BOARD MEMBERS AND
ESTABLISHMENT OF NEW BOARD COMMITTEES

Glendale, CA -October 5, 2021 - Loop Media, Inc. ("Loop Media" or the Company) (OTC: LPTV), a leading multichannel streaming platform that provides curated music video and branded entertainment channels for businesses and consumers, announced today that it has increased the size of its board of directors (the "Board") to four and has appointed Denise M. Penz and Sonya Zilka as independent directors to fill the vacancies, with their appointment to become effective as of October 1, 2021. In connection with these director appointments, the Company will establish an Audit Committee, with Ms. Penz as Chairperson, a Compensation Committee, with Ms. Zilka as Chairperson, and a Nominating/Corporate Governance Committee.

Loop Media is seeking to employ best practices for boards of directors in the areas of composition, diversity, independence, and governance, using public guidance from U.S. national securities exchanges, as the Company plans to expand its investor and trading base and increase shareholder value. With the addition of Ms. Penz and Ms. Zilka, the Board will be composed of four directors, three of whom will be independent. The Company will look to add one to three additional Board members in the near future.

Ms. Penz received her bachelor's degree in management and accounting from West Liberty State College, and a master's in business from Wheeling Jesuit University. Ms. Penz has extensive experience in the financial sector along with proven success in raising capital, strategic planning, and organizational growth. The current Board has determined that Ms. Penz is financially sophisticated and is an "audit committee financial expert" as required by the Sarbanes-Oxley Act of 2002.

Ms. Zilka received her bachelor's degree in psychology from Washington State University, and a master's in organizational psychology from Columbia University. Ms. Zilka has extensive experience in human capital consulting and human resources. Ms. Zilka serves as the Senior Vice President of Human Resources at Chan Zuckerberg Biohub where she leads HR functions and spearheads internal communications and also serves as the President & Chair of The Beyond Benefits Life Sciences Board of Trustees.

Commenting on the appointment of the new members of the Board, Jon Niermann, the Company's CEO, Chairman and Co-Founder, stated, "We welcome Denise and Sonya to the Board as they each bring relevant experience and perspectives in areas essential to our business and governance. These appointments underscore our commitment to ongoing board refreshment and our focus on enhancing the skills and expertise represented on the Loop Media Board."

Bruce A. Cassidy, Sr., a member of the Loop Media Board, said, "We are pleased that Loop Media has added these outstanding new directors, who we believe will enhance the Board. We look forward to watching Loop Media continue to focus on increasing stockholder value and good corporate governance."

About Loop Media

Loop Media, Inc. ("Loop Media" or "Loop") (OTC: LPTV) is a leading multichannel streaming platform that provides curated music video and branded entertainment channels for businesses and consumers.

Through its proprietary "Loop Player" for businesses and interactive mobile and TV apps for consumers, Loop Media is the only company in the U.S. licensed to stream music videos directly to consumers and venues out-of-home ("OOH").

Loop Media's digital video content reaches thousands of OOH locations including hotels, bars/restaurants, office buildings and retail businesses, as well as millions of consumers in the U.S., Canada and Latin America through its apps for iOS, Android and Huawei, as well as connected TVs and Smart TVs. These TV platforms include Amazon Fire TV, Android TV, AT&T TV, Hisense, JVC, LG, Philips, Roku, Sharp, Sony, Toshiba, VIZIO and free ad-supported TV platforms TIVO+, Plex, DistroTV, and GSTV.

Loop is fueled by one of the largest and most important libraries that includes music videos, movie trailers and live performances. Loop's non-music channels cover a multitude of genres and moods and include movie trailers, sports highlights, lifestyle and travel videos, viral videos and more. The Loop Media consumer apps allow users to create their own playlists or "Loops," and share them live with interactive watch parties. Loop Media's streaming services generate revenue from advertising, sponsorships, integrated marketing and branded content from free-ad-supported-television ("FAST") and from subscription offerings.

Download the Loop Media app by searching "Loop Media" on your Smart TV's app store or opening loop.tv/app on your mobile device. To learn more about Loop Media products and applications, please visit us online at Loop.tv

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Safe Harbor Statement and Disclaimer

This news release includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including, but not limited to, Loop Media's ability to compete in the highly competitive markets in which it operates, statements regarding Loop Media's ability to develop talent and attract future talent, the success of strategic actions Loop Media is taking, and the impact of strategic transactions. Forward-looking statements give our current expectations, opinion, belief or forecasts of future events and performance. A statement identified by the use of forward-looking words including "will," "may," "expects," "projects," "anticipates," "plans," "believes," "estimate," "should," and certain of the other foregoing statements may be deemed forward-looking statements. Although Loop Media believes that the expectations reflected in such forward-looking statements are reasonable, these statements involve risks and uncertainties that may cause actual future activities and results to be materially different from those suggested or described in this news release. Investors are cautioned that any forward-looking statements are not guarantees of future performance and actual results or developments may differ materially from those projected. The forward-looking statements in this press release are made as of the date hereof. Loop Media takes no obligation to update or correct its own forward-looking statements, except as required by law, or those prepared by third parties that are not paid for by Loop Media. Loop Media's Securities and Exchange Commission filings are available at HTTP://www.sec.gov.

MEDIA CONTACT
Jon L Phillips
Loop@CMWMedia.com

Exhibit 99.2

LOOP MEDIA Appoints New Chief Financial Officer

Glendale, CA – October 5, 2021 - Loop Media, Inc. ("Loop Media" or the Company) (OTC: LPTV), a leading multichannel streaming platform that provides curated music video and branded entertainment channels for businesses and consumers, announced today the appointment of **Neil Watanabe** as the Company's Chief Financial Officer, to be effective September 30, 2021, in conjunction with Jim Cerna's appointment to Head of Strategy, supporting several of the Company's key strategic initiatives.

Prior to joining Loop, Mr. Watanabe was most recently Principal of Watanabe Associates where he provided senior financial and accounting leadership to various companies, including Value Village Inc. (d.b.a. "Savers") and High Times Holding Corp. From 2015 to 2019 Mr. Watanabe was Chief Financial Officer of CarParts.com, Inc., (NASDAQ), a publicly traded American online retailer of automotive parts and accessories for cars, vans, trucks, and sport utility vehicles, which reported over $440 million in net sales in its fiscal year ended January 2021. Mr. Watanabe also spent three years as PetSmart Inc.'s (NASDAQ) Chief Financial Officer, a company with over $2 billion in net sales during his tenure as CFO. Mr. Watanabe also worked in various financial and operational leadership roles at National Stores, Inc., Anna's Linens, Shoe Pavilion (previously listed while Mr. Watanabe was there, NASDAQ), and Mac Frugal' s Bargains – Closeouts Inc. (d.b.a. "Pic N' Sav"), (previously listed, while Mr. Watanabe was there, NYSE). Mr. Watanabe is currently a Board member of the National Corvette Museum and Reality Venture International and received his CPA certification in the State of Illinois.

"After an extensive search, I am thrilled to announce that Neil will be joining Loop Media, Inc. With over 25 years providing financial leadership for publicly listed companies, Neil brings a wealth of knowledge and experience to Loop," said Jon Niermann, the Company's Chief Executive Officer and Co-Founder. "In addition to his significant background in finance and accounting, Neil's expertise in working with and for Nasdaq and NYSE listed companies was also a critical factor to us in filling this role as we continue to explore ways to unlock additional shareholder value and increase our visibility amongst investors in the public market. Neil's impressive background and leadership experience make him especially well-suited to succeed Jim, who has played an integral role here at Loop."

"My deepest appreciation goes out to Jim, whose expertise successfully led us through an important growth phase of the Company in 2020 and into 2021, among many other contributions," Niermann continued. "On behalf of the Board and the entire Loop team, I want to thank Jim for his nearly two years as CFO of Loop and for his agreement to remain with the Company for a transition period with Neil and to assist with certain potential strategic initiatives."

"I could not be happier to be joining Loop at such an exciting time," stated incoming CFO Neil Watanabe. "Loop is not only growth oriented but is looking to expand its investor reach and seeking to lead the industry through delivering highly curated digital video to out of home venues and to consumers in their home on smart TVs and on their mobile devices. I'm eager to help accelerate Loop's momentum, help lead current initiatives ,create value for shareholders and build upon Loop's strong business fundamentals,"

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