

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): March 15, 2024

Loop Media, Inc.

(Exact Name of Registrant as Specified in Charter)

Nevada

(State or Other Jurisdiction
of Incorporation)

001-41508

(Commission
File Number)

47-3975872

(IRS Employer
Identification No.)

2600 West Olive Avenue, Suite 5470 Burbank,
CA

(Address of Principal Executive Offices)

91505

(Zip Code)

Registrant's telephone number, including area code: (213) 436-2100

N/A

(Former Name or Former Address, 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 (see General Instruction A.2. below):

- 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 or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$0.0001 par value per share	LPTV	The NYSE American, LLC

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

Emerging growth company

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

Item 2.02. Results of Operations and Financial Condition.

See information set forth in Item 8.01 "Other Events" below, which is incorporated by reference into this Item 2.02.

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

Designation of Executive Chairman of the Board of Directors

Effective March 17, 2024, Mr. Bruce Cassidy ("Mr. Cassidy"), who served as the Chairman of the board of directors (the "Board") of Loop Media, Inc. (the "Company"), was appointed to serve as Executive Chairman of the Board. Mr. Cassidy's biographical information is set forth in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "SEC") on December 19, 2023 (the "Annual Report"), and such information is incorporated herein by reference. There are no transactions since the beginning of the Company's last fiscal year in which the Company is a participant and in which Mr. Cassidy or any members of his immediate family have any interest that are required to be reported under Item 404(a) of Regulation S-K ("Item 404(a) of Regulation S-K") promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") that have not otherwise been reported in the Company's filings with the SEC. No family relationships exist between Mr. Cassidy and any of the Company's directors or executive officers. The appointment of Mr. Cassidy was not pursuant to any arrangement or understanding between him and any person, other than a director or executive officer of the Company acting in his or her official capacity.

Departures and Appointments of Executive Officers

Jon Niermann

Effective March 17, 2024, Mr. Jon Niermann (“**Mr. Niermann**”), the Company’s Founder and Chief Executive Officer (“**CEO**”), stepped down from his position as CEO but will continue to serve as a member of the Board and the management team of the Company and has taken on a role to assist the Company with outward-facing sales and distribution efforts and to ensure an orderly transition for his successor. Mr. Niermann’s base salary will remain unchanged (as set forth below) and in his new role he will continue to be eligible to participate in all employee benefit plans generally available to executives of the Company, which are more fully described in the Company’s definitive proxy statement on Schedule 14A filed with the SEC on July 6, 2023 (the “**Proxy Statement**”).

Mr. Niermann’s biographical information is set forth in the Annual Report and such information is incorporated herein by reference. There are no transactions since the beginning of the Company’s last fiscal year in which the Company is a participant and in which Mr. Niermann or any members of his immediate family have any interest that are required to be reported under Item 404(a) of Regulation S-K. No family relationships exist between Mr. Niermann and any of the Company’s directors or executive officers. The appointment of Mr. Niermann was not pursuant to any arrangement or understanding between him and any person, other than a director or executive officer of the Company acting in his or her official capacity.

The Niermann Employment Letter Agreement

In connection with his new role, Mr. Niermann entered into an employment letter agreement with the Company (the “**Niermann Employment Letter Agreement**”), effective March 17, 2024, which supersedes any prior employment agreement Mr. Niermann had previously with the Company.

Pursuant to the Niermann Employment Letter Agreement, Mr. Niermann’s employment does not have a fixed term. Mr. Niermann is entitled to receive an annual base salary of \$575,000.00. Mr. Niermann, like other executive officers, agreed to take a salary reduction in October 2023, and has agreed to a further salary reduction, resulting in a current annual salary of \$368,000. In the event the Company implements any further across-the-board salary reductions affecting all or substantially all senior executives of the Company, Mr. Niermann’s annual salary will be proportionally reduced. Mr. Niermann’s previously awarded equity grants remain in effect, subject to the terms and conditions of the governing award agreements and plan documents.

The Niermann Employment Letter Agreement terminates upon death or disability and may be terminated by the Company with or without Cause, by Mr. Niermann with or without Good Reason (all as defined in the Niermann Employment Letter Agreement) and with or without advance notice. If Mr. Niermann’s employment is terminated by the Company without Cause or by Mr. Niermann for Good Reason unrelated to Change in Control, Mr. Niermann will receive unpaid and accrued base salary through date of termination as well as twelve (12) months’ severance, payable over a twelve (12) month period on the Company’s regular payroll schedule and will be subject to applicable tax withholdings. In addition, the Company agreed to incorporate certain other severance provisions into the Niermann Employment Agreement to which Mr. Niermann was entitled under his prior employment agreement.

In addition, if Mr. Niermann’s employment is terminated during a “Change in Control Period” (as defined in the Niermann Employment Letter Agreement), compensation is substantially similar to that in a termination without Cause or resignation for Good Reason, except Mr. Niermann’s entitlement to receive a lump sum payment equal to twelve (12) months of his then-current base salary will be payable within 60 days following Separation of Service (as defined in the Niermann Employment Letter Agreement). Mr. Niermann’s right to receive any severance benefit under the Niermann Employment Letter Agreement is subject to the execution and delivery to the Company of a general release of claims. If the Company terminates Mr. Niermann for Cause or Mr. Niermann resigns without Good Reason, Mr. Niermann will receive unpaid and accrued base salary through the date of termination.

The foregoing description of the Niermann Employment Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Niermann Employment Letter Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Restricted Stock Units Grant

On March 15, 2024 (the “**Grant Date**”), the Compensation Committee of the Board (the “**Compensation Committee**”) granted Mr. Niermann 275,000 Retention RSUs (as defined below) under the Company’s Amended and Restated 2020 Equity Incentive Compensation Plan (the “**Plan**”), vesting over two years, with fifty percent (50%) vesting on the one-year anniversary of the Grant Date and the remainder vesting in equal quarterly amounts for the remaining year.

Justis Kao

Effective March 17, 2024, Mr. Justis Kao (“**Mr. Kao**”), who currently serves as the Company’s Chief Content Officer, was appointed to serve as Interim Chief Executive Officer (“**Interim CEO**”) to fill the vacancy created by Mr. Niermann stepping down as CEO.

Mr. Kao’s biographical information is set forth in the Annual Report and such information is incorporated herein by reference. There are no transactions since the beginning of the Company’s last fiscal year in which the Company is a participant and in which Mr. Kao or any members of his immediate family have any interest that are required to be reported under Item 404(a) of Regulation S-K. No family relationships exist between Mr. Kao and any of the Company’s directors or executive officers. The appointment of Mr. Kao was not pursuant to any arrangement or understanding between him and any person, other than a director or executive officer of the Company acting in his or her official capacity.

The Interim CEO Employment Letter Agreement

In connection with his appointment as Interim CEO, Mr. Kao entered into an employment letter agreement with the Company (the “**Interim CEO Employment Letter Agreement**”), which was effective March 17, 2024.

Pursuant to the Interim CEO Employment Letter Agreement, Mr. Kao’s employment does not have a fixed term. Mr. Kao is entitled to receive an annual base salary of \$425,000.00. Mr. Kao, like other executive officers, agreed to take a salary reduction in October 2023 and has agreed to a further salary reduction, resulting in a current annual salary of \$272,000. In the event the Company implements any further across-the-board salary reductions affecting all or substantially all senior executives of the Company, Mr. Kao’s annual salary will be proportionally reduced. Mr. Kao is eligible to participate in the Company’s standard benefit plans, subject to the terms and conditions of such plans, including any incentive compensation plans. Pursuant to the Interim CEO Employment Letter Agreement, Mr. Kao will be granted restricted stock units in respect of 600,000 shares of common stock of the Company (“**Interim CEO RSUs**”) on the Grant Date. The Interim CEO RSUs shall vest over a four-year period, with one quarter (1/4) of the shares subject to the Interim CEO RSUs vesting on the one-year anniversary of the Grant Date, and the remaining shares vesting equally on a quarterly basis, beginning three (3) months after the one-year anniversary of the Grant Date.

The Interim CEO Employment Letter Agreement terminates upon death or disability and may be terminated by the Company with or without Cause, and by Mr. Kao with or without Good Reason (all as defined in the Interim CEO Employment Letter Agreement) and with or without advance notice. If Mr. Kao’s employment is terminated by the Company without Cause (as defined in the Interim CEO Employment Letter Agreement) or by Mr. Kao for Good Reason unrelated to Change in Control (as defined in the Interim CEO Employment Letter Agreement), Mr. Kao will receive unpaid and accrued base salary through date of termination as well as twelve (12) months’ severance, payable over a twelve (12) month period on the Company’s regular payroll schedule, and will be subject to applicable tax withholdings. If the Company terminates Mr. Kao for Cause or Mr. Kao resigns without Good Reason, unpaid and accrued base salary will be paid through the date of termination.

In addition, if Mr. Kao's employment is terminated during a "Change in Control Period" (as defined in the Interim CEO Employment Letter Agreement), compensation is similar to that upon termination without Cause or resignation for Good Reason, except Mr. Kao will be entitled to receive a lump sum payment equal to eighteen (18) months of his then-current base salary, payable within 60 days following Separation of Service (as defined in the Interim CEO Employment Letter Agreement). In addition, the Company will fully accelerate the vesting of all of Mr. Kao's outstanding equity awards. Mr. Kao's right to receive any severance benefit under the Interim CEO Employment Letter Agreement is subject to the execution and delivery to the Company of a general release of claims. Mr. Kao was also required to execute the Company's standard non-solicitation and other restrictive covenants agreement to which he is subject for the duration of his employment and for a 24-month period following termination for any reason.

Mr. Kao will also continue to be eligible to participate in all employee benefit plans generally available to executives of the Company, which are more fully described in the Proxy Statement.

The foregoing description of the Interim CEO Employment Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Interim CEO Employment Letter Agreement, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Restricted Stock Units Grant

In addition to the Interim CEO RSUs granted under the Interim CEO Employment Letter Agreement, on the Grant Date, the Compensation Committee granted Mr. Kao an additional 600,000 Retention RSUs, with fifty percent (50%) vesting on the one-year anniversary of the Grant Date and the remainder vesting in equal quarterly amounts for the remaining year.

Other Executives

In addition to Mr. Cassidy being appointed as Executive Chairman, Mr. Niemann stepping down as CEO and Mr. Kao being appointed Interim CEO, effective as of March 29, 2024, Bob Gruters, the Company's Chief Revenue Officer ("**CRO**"), will resign after three years of service to pursue another business opportunity outside of the Company. Mr. Gruters has agreed to remain an advisor to the Company and has entered into a Consultant Advisory Agreement with the Company, effective as of April 1, 2024 (the "**Advisory Agreement**"). Pursuant to the Advisory Agreement, Mr. Gruters has been granted 75,000 RSUs under the Plan, with fifty percent (50%) vesting on the one-year anniversary of the Grant Date and quarterly thereafter in equal amounts through September 30, 2026. All RSUs held by Mr. Gruters will immediately vest upon a Change of Control (as defined in the Plan). The Advisory Agreement can be terminated by either party upon thirty (30) days' prior written notice.

Furthermore, Randy Greenberg, the Company's Chief Operating Officer and Chief Marketing Officer, who joined the Company in July 2023, will be stepping down from those roles and leaving the Company to pursue other business opportunities. Mr. Greenberg will receive six (6) months' severance, payable over a six-month period on the Company's regular payroll schedule, subject to applicable tax withholdings, and insurance coverage and reimbursement of COBRA payments for a term of six (6) months.

Restricted Stock Units Grant

In addition to the Retention RSU grants described above, on the Grant Date, the Compensation Committee granted 275,000 Retention RSUs to Mr. Liam McCallum, the Company's Chief Product and Technology Officer, and 200,000 Retention RSUs to Mr. Neil Watanabe, the Company's Chief Financial Officer, with each vesting fifty percent (50%) on the one-year anniversary of the Grant Date and the remainder vesting in equal quarterly amounts for the remaining year.

Other

Mr. McCallum and Mr. Watanabe, like other executive officers, agreed to take salary reductions in October 2023 and have agreed to further salary reductions, resulting in current annual salaries of \$256,000 and \$224,000, respectively.

Item 8.01. Other Events

The Company's Board and the senior management team conducted an operational and cost cutting review across the Company which it believes will provide the framework to making the Company more competitive in the CTV for business/DOOH industry. The Board and management team determined that executing operational changes is prudent to accelerate the Company's potential path to break-even and operating profitability. The Company has begun to implement a variety of cost-cutting measures, including, but not limited to, employee layoffs, furloughs and salary reductions, including among members of senior management. The layoffs, furloughs and salary reductions are expected to result in an annual aggregate cash payroll reduction of approximately \$2 million.

As an incentive to retain remaining employees, the Compensation Committee has approved retention awards of RSUs (the "**Retention RSUs**") representing up to a total aggregate 3,077,453 shares of the Company's common stock under the Plan, effective on or about March 18, 2024, or such later practicable date, to employees. Of the total aggregate Retention RSUs, an aggregate of 1,350,000 Retention RSUs have been allocated to the executive officers of the Company, as set forth above.

The Company intends to explore potential strategic alternatives to maximize shareholder value, as well as potential financing opportunities to help advance its business goals.

The Company issued a press release on March 18, 2024, announcing Mr. Cassidy's appointment as Executive Chairman of the Board, Mr. Niemann's new role, Mr. Kao's appointment as Interim CEO, and Mr. Gruters' and Mr. Greenberg's departures. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Forward-Looking Statements

This report, including Exhibit 99.1 hereto, contains 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. Forward-looking statements typically are identified by use of terms such as "may," "will," "should," "plan," "expect," "anticipate," "estimate" and similar words, and the opposites of such words, although some forward-looking statements are expressed differently. Forward-looking statements involve risks and uncertainties that may cause actual future activities and results to be materially different from those implied by such forward-looking statements. For example, forward-looking statements include, without limitation: statements regarding the Company's cost cutting measures, exploration of strategic alternatives and financing opportunities, expected performance, ability to compete in the highly competitive markets in which it operates, statements regarding the Company's ability to develop talent and attract future talent, the success of strategic actions the Company is taking, and the impact of strategic transactions. The risks and uncertainties referred to above include, but are not limited to, risks detailed from time to time in the Company's filings with the SEC, including the Company's Annual Report on Form 10-K for the year ended September 30, 2023. Any forward-looking statements are not guarantees of future performance and actual results or developments may differ materially from those projected. Although the Company 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 implied by such forward-looking statements. Unless otherwise required by applicable law, the Company assumes no obligation to update or correct any forward-looking statements, and expressly disclaims any obligation to do so.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
10.1	Niermann Employment Letter Agreement, effective March 17, 2024, between Loop Media, Inc. and Jon Niermann.
10.2	Interim CEO Employment Letter Agreement, effective March 17, 2024, between Loop Media, Inc. and Justis Kao.
99.1	Press Release, dated March 18, 2024.
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.

LOOP MEDIA, INC.

Dated: March 18, 2024

By: /s/ Justis Kao
Justis Kao, Interim CEO

March 17, 2024

Jon Niemann
VIA EMAIL

Re: Employment Terms

Dear Jon:

Loop Media, Inc. (the "Company") is pleased to offer you continued employment on the terms set forth in this letter agreement (the "Agreement"). These terms are effective on March 17, 2024 (the "Effective Date"). This Agreement is intended to supersede and replace all prior employment agreements between you and the Company, including the terms set forth in your 2021 Employment Agreement.

1. Position; Duties. You will serve in the role of Founder, reporting to the Interim Chief Executive Officer, working from your home in Huntington Beach, California. Your duties will include assisting and providing leadership for the sales and distribution teams. You agree to devote your best efforts and full business time, skill and attention to the performance of your duties. You are also required to adhere to the general employment policies and practices of the Company that may be in effect from time to time, except that when the terms of this Agreement conflict with the Company's general employment policies or practices, this Agreement will control. The Company may change your position, duties, work location and compensation from time to time in its discretion, subject to the terms and conditions set forth herein. You and the Company will discuss additional incentive compensation for any roles related to sales performance and distribution.

2. Salary. Your annual base salary will be \$575,000.00, less applicable deductions and withholdings, payable in accordance with the Company's payroll practices, as may be in effect from time to time. In the event the Company implements across-the-board salary reductions affecting all or substantially all senior executives of the Company, your annual salary will be proportionally reduced.

3. Benefits. You will remain eligible for the Company's standard benefit programs, subject to the terms and conditions of such plans. The Company may, from time to time, change these benefits in its discretion.

4. Equity Award. You have previously been granted various equity awards, which shall remain in effect subject to the terms and conditions of the governing award agreements and plan documents. In addition, you shall remain eligible for additional awards as determined by the Compensation Committee of the Board of Directors in its sole discretion.

5. Performance Bonuses. Each year, you will be eligible to earn an annual incentive bonus pursuant to, and subject to the terms and conditions of, the Company's Annual Bonus Plan.

6. At Will Employment; Severance.

(a) At-Will Employment. Your employment with the Company will be "at-will." This means that either you or Company may terminate your employment at any time, with or without Cause (as defined below), and with or without advance notice.

(b) Termination without Cause or Resignation for Good Reason Unrelated to Change in Control. If, outside of a Change in Control Period (as defined below), the Company terminates your employment without Cause, or you resign for Good Reason (as defined below), or you resign for any reason and provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "Separation from Service"), then subject to the preconditions set forth in Section 7 below, you will be entitled to receive the following severance benefits:

(i) The Company will pay you an amount equal to twelve (12) months of your then-current base salary (excluding any salary reduction that served as the basis for any Good Reason resignation), less all applicable withholdings and deductions, paid over such twenty-four-month period, on the schedule described in Section 7 below.

(ii) If you timely elect continued coverage under COBRA for yourself and your covered dependents under the Company's group health plans following such termination or resignation of employment, then the Company will pay the entire COBRA premiums necessary to continue your health insurance coverage in effect for yourself and your eligible dependents on the termination date until the earliest of (A) the close of the twelve (12) month period following the termination of your employment, (B) the expiration of your eligibility for the continuation coverage under COBRA, and (C) the date when you become eligible for substantially equivalent health insurance coverage in connection with new employment. If you become eligible for such coverage under another employer's group health plan or otherwise cease to be eligible for COBRA during the period provided in this clause, you must immediately notify the Company of such event, and all payments and obligations under this clause will cease.

(iii) The Company will pay you a pro rata bonus for the then current fiscal year, with such fiscal year's bonus equivalent to no less than 1-year of annual salary, as well as the unpaid portion of the agreed upon bonus for the fiscal year ended September 30, 2022.

(iv) The Company will fund a personal life insurance policy for you at an annual premium cost of no more than \$10,000. Upon termination of this Agreement under this Section 6(b), the Company agrees to pay the future annual premiums due under a policy through your 70th year of age, to be paid in a lump sum payment (discounted at the then applicable U.S. treasury rate) upon your departure from the Company.

(v) The Company will fully accelerate the vesting of your equity awards such that you will be deemed fully vested in all such awards.

(c) Termination without Cause or Resignation for Good Reason Related to Change in Control. If, during a Change in Control Period (as defined below), the Company terminates your employment without Cause, or you resign for Good Reason (as defined below), and other than as a result of your death or disability, and provided such termination constitutes a Separation from Service, then subject to the preconditions set forth in Section 7 below, you will be entitled to receive the following severance benefits:

(i) The Company will pay you an amount equal to twelve (12) months of your then-current base salary (excluding any salary reduction that

served as the basis for any Good Reason resignation), less all applicable withholdings and deductions, paid in a lump-sum within 60 days following your Separation from Service.

(ii) If you timely elect continued coverage under COBRA for yourself and your covered dependents under the Company's group health plans following such termination or resignation of employment, then the Company will pay the entire COBRA premiums necessary to continue your health insurance coverage in effect for yourself and your eligible dependents on the termination date until the earliest of (A) the close of the twelve (12) month period following the termination of your employment, (B) the expiration of your eligibility for the continuation coverage under COBRA, and (C) the date when you become eligible for substantially equivalent health insurance coverage in connection with new employment. If you become eligible for such coverage under another employer's group health plan or otherwise cease to be eligible for COBRA during the period provided in this clause, you must immediately notify the Company of such event, and all payments and obligations under this clause will cease.

(iii) The Company will pay you a pro rata bonus for the then current fiscal year, with such fiscal year's bonus equivalent to no less than 1-year of annual salary, as well as the unpaid portion of the agreed upon bonus for the fiscal year ended September 30, 2022.

(iv) The Company will fund a personal life insurance policy for you at an annual premium cost of no more than \$10,000. Upon termination of this Agreement under this Section 6(c), the Company agrees to pay the future annual premiums due under a policy through your 70th year of age, to be paid in a lump sum payment (discounted at the then applicable U.S. treasury rate) upon your departure from the Company.

(v) The Company will fully accelerate the vesting of your equity awards such that you will be deemed fully vested in all such awards.

7. **Severance Conditions.** Your receipt of the severance benefits set forth in Section 6 is conditional upon (a) your continuing to comply with all of your legal and contractual obligations to the Company; and (b) your delivering to the Company an effective and irrevocable general release of claims in favor of the Company within 60 days following your termination date. The salary continuation set forth in Section 6(b) will be paid in equal installments on the Company's regular payroll schedule and will be subject to applicable tax withholdings over the period outlined above following the date of your termination date; provided, however, that no payments will be made prior to the release becoming effective. Within 60 days following your Separation from Service, and subject to the release being effective by the payment date, the Company will pay you in a lump sum the salary continuation that you would have received on or prior to such date under the original schedule but for the delay while waiting for the effectiveness of the release, with the balance of the salary continuation being paid on the Company's regular payroll schedule.

8. Definitions.

(a) **Cause.** For purposes of this Agreement, "Cause" means any of the following: (i) unauthorized use or disclosure of the Company's confidential information or trade secrets, which use or disclosure causes material harm to the Company; (ii) material breach of any agreement with the Company, which causes (or is likely to cause) material harm to the Company; (iii) material failure to comply with the Company's written policies or rules, which causes (or is likely to cause) material harm to the Company; (iv) conviction of, or plea of "guilty" or "no contest" to, a felony under the laws of the United States or any State thereof; (v) gross negligence or willful misconduct, which causes (or is likely to cause) material harm to the Company; (vi) continuing failure to perform assigned duties after receiving written notification of such failure from the Company; or (vii) failure to cooperate in good faith with a governmental or internal investigation of the Company or its directors, officers or employees, if the Company has requested your cooperation. For purposes of this Agreement, "Cause" will not exist under condition (ii), (iii), (v), (vi) or (vii) unless the Company gives you written notice of such condition within 90 days after such condition comes into existence and you fail to remedy such condition within 30 days after receiving such written notice.

(b) **Good Reason.** For purposes of this Agreement, "Good Reason" will mean that you have resigned based on the occurrence of any of the following events: (i) a material diminution in your salary except for across-the-board salary reductions similarly affecting all or substantially all senior executives of the Company; (ii) a change in the geographic location of your primary place of work that results in an increase in your one-way commute by more than 25 miles; or (iii) a material reduction in your authority, job duties or responsibilities; provided, however, that you will not be deemed to have Good Reason if the Company survives as a separate legal entity following a Change in Control and you hold materially the same position in such legal entity as before the Change in Control. A resignation will only be for Good Reason if you deliver written notice of such condition to the Company within 30 days after the initial occurrence of such condition, the Company has failed to cure such condition within 30 days after the delivery of such notice, and you resign within 30 days after the end of such cure period.

(c) **Change in Control.** For purposes of this Agreement, a "Change in Control" shall have the meaning set forth in the Company's equity incentive plan.

(d) **Change in Control Period.** For purposes of this Agreement, a Change in Control Period is defined as the period ending on the twelve (12) month anniversary of the effective date of a Change in Control.

9. **Section 409A.** The payments and benefits under this Agreement are intended to qualify for exemptions from the application of Section 409A, and this Agreement will be construed to the greatest extent possible as consistent with those provisions, and to the extent not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A to the extent necessary to avoid adverse taxation under Section 409A. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment will be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Notwithstanding anything to the contrary herein, to the extent required to comply with Section 409A, a termination of employment will not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of amounts or benefits upon or following a termination of employment unless such termination is also a Separation from Service. Your right to receive any installment payments will be treated as a right to receive a series of separate payments and, accordingly, each installment payment will at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if you are deemed by the Company at the time of your Separation from Service to be a "specified employee" for purposes of Section 409A, and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation," then, to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Section 409A and the related adverse taxation under Section 409A, such payments will not be provided to you prior to the earliest of (a) the expiration of the six-month period measured from the date of Separation from Service, (b) the date of your death or (c) such earlier date as permitted under Section 409A without the imposition of adverse taxation. With respect to payments to be made upon execution of an effective release, if the release revocation period spans two calendar years, payments will be made in the second of the two calendar years to the extent necessary to avoid adverse taxation under Section 409A. With respect to reimbursements or in-kind benefits provided hereunder (or otherwise) that are not exempt from Section 409A, the following rules will apply: (x) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any one taxable year will not affect the expenses eligible for reimbursement, or in-kind benefit to be provided in any other taxable year, (y) in the case of any reimbursements of eligible expenses, reimbursement will be made on or before the last day of the taxable year following the taxable year in which the expense was incurred and (z) the right to reimbursement or in-kind benefits will not be subject to liquidation or exchange for another benefit. Notwithstanding anything to the contrary in this Agreement, the Company reserves the right to amend this Agreement as it deems necessary or advisable, in its sole discretion and without your consent, to comply with Section 409A or to avoid income recognition under Section 409A prior to the actual payment of severance benefits hereunder or imposition of any additional tax. In no event will the Company reimburse you for any taxes or other costs that may be imposed on you as a result of Section 409A.

10. Confidentiality Obligations. As a condition of your employment, you must sign and abide by the employee confidentiality and inventions assignment agreement attached hereto as *Exhibit A*.

11. Arbitration. To ensure the timely and economical resolution of disputes that may arise between you and the Company, both you and the Company mutually agree that pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16, and to the fullest extent permitted by applicable law, you will submit solely to final, binding and confidential arbitration any and all disputes, claims, or causes of action arising from or relating to: the negotiation, execution, interpretation, performance, breach or enforcement of this Agreement; or your employment with the Company (including but not limited to all statutory claims); or the termination of your employment with the Company (including but not limited to all statutory claims). BY AGREEING TO THIS ARBITRATION PROCEDURE, BOTH YOU AND THE COMPANY WAIVE THE RIGHT TO RESOLVE ANY SUCH DISPUTES THROUGH A TRIAL BY JURY OR JUDGE OR THROUGH AN ADMINISTRATIVE PROCEEDING. The Arbitrator will have the sole and exclusive authority to determine whether a dispute, claim or cause of action is subject to arbitration under this section and to determine any procedural questions which grow out of such disputes, claims or causes of action and bear on their final disposition. All claims, disputes, or causes of action under this section, whether by you or the Company, must be brought solely in an individual capacity, and will not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The Arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences in this paragraph are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class will proceed in a court of law rather than by arbitration. Any arbitration proceeding under this Arbitration section will be presided over by a single arbitrator and conducted by JAMS, Inc. ("JAMS") in the JAMS location closest to your working location, under the then applicable JAMS rules for the resolution of employment disputes (available upon request and also currently available at <http://www.jamsadr.com/rules-employment-arbitration/>). You and the Company both have the right to be represented by legal counsel at any arbitration proceeding, at each party's own expense. The Arbitrator will: (a) have the authority to compel adequate discovery for the resolution of the dispute; (b) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award; and (c) be authorized to award any or all remedies that you or the Company would be entitled to seek in a court of law. The Company will pay all JAMS arbitration fees in excess of the amount of court fees that would be required of you if the dispute were decided in a court of law. This section will not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law, to the extent such claims are not permitted by applicable law to be submitted to mandatory arbitration and such applicable law is not preempted by the Federal Arbitration Act or otherwise invalid (collectively, the "Excluded Claims"). In the event you intend to bring multiple claims, including one of the Excluded Claims listed above, the Excluded Claims may be filed with a court, while any other claims will remain subject to mandatory arbitration. Nothing in this section is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any final award in any arbitration proceeding hereunder may be entered as a judgment in the federal and state courts of any competent jurisdiction and enforced accordingly.

12. Miscellaneous. This Agreement (including the agreements referenced herein) is the complete and exclusive statement of your agreement with the Company on the subject matters herein, and supersedes and replaces any and all prior agreements or representations with regard to the subject matter hereof, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified, amended or extended except in a writing signed by you and the Chief Executive Officer. This Agreement is intended to bind and inure to the benefit of and be enforceable by you and the Company, and our respective successors, assigns, heirs, executors and administrators, except that you may not assign any of your duties or rights hereunder without the express written consent of the Company. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained herein. This Agreement and the terms of your employment with the Company will be governed in all aspects by the laws of the State of California.

If you agree to the terms and conditions set forth herein, please sign below.

We look forward to having you join us. If you have any questions about this Agreement, please do not hesitate to call me.

Best regards,

/s/ Justis Kao
Justis Kao, Interim CEO

3/17/2024
Date

Accepted and agreed:

/s/ Jon Niermann
Jon Niermann

3/17/2024
Date

March 17, 2024

Justis Kao
VIA EMAIL

Re: Employment Terms

Dear Justis:

Loop Media, Inc. (the "Company") is pleased to offer you continued employment on the terms set forth in this letter agreement (the "Agreement"). These terms are effective on March 17, 2024 (the "Effective Date"). This Agreement is intended to supersede and replace all prior employment agreements between you and the Company, if any.

1. Position; Duties. You will serve in the role of Interim Chief Executive Officer, reporting to the Board of Directors, working from your home in Franklin, Tennessee. You agree to devote your best efforts and full business time, skill and attention to the performance of your duties. You are also required to adhere to the general employment policies and practices of the Company that may be in effect from time to time, except that when the terms of this Agreement conflict with the Company's general employment policies or practices, this Agreement will control. The Company may change your position, duties, work location and compensation from time to time in its discretion, subject to the terms and conditions set forth herein.

2. Salary. Your annual base salary will be \$425,000.00, less applicable deductions and withholdings, payable in accordance with the Company's payroll practices, as may be in effect from time to time. In the event the Company implements across-the-board salary reductions affecting all or substantially all senior executives of the Company, your annual salary will be proportionally reduced.

3. Benefits. You will remain eligible for the Company's standard benefit programs, subject to the terms and conditions of such plans. The Company may, from time to time, change these benefits in its discretion.

4. Equity Award. The Company will grant you restricted stock units in respect of 600,000 shares of common stock, par value \$0.0001 of the Company (the "RSUs"). The RSUs shall vest over a four-year period, with one quarter (1/4) of the shares subject to the Option vesting on the one-year anniversary of the date of grant, and the remaining shares vesting equally on a quarterly basis, beginning 3 months after the one-year anniversary of the date of grant. The RSUs shall be issued pursuant to the terms and conditions of the Company's Equity Incentive Plan (the "Plan"), consistent with the requirements for an exemption from the application of Section 409A of the Internal Revenue Code (the "Code") and shall be governed in all respects by the terms of the Plan, the grant notice and the RSU agreement.

You have previously been granted various equity awards, which shall remain in effect subject to the terms and conditions of the governing award agreements and plan documents. In addition, you shall remain eligible for additional awards as determined by the Compensation Committee of the Board of Directors in its sole discretion.

5. Performance Bonuses. Each year, you will be eligible to earn an annual incentive bonus pursuant to, and subject to the terms and conditions of, the Company's Annual Bonus Plan.

6. At Will Employment; Severance.

(a) At-Will Employment. Your employment with the Company will be "at-will." This means that either you or Company may terminate your employment at any time, with or without Cause (as defined below), and with or without advance notice.

(b) Termination without Cause or Resignation for Good Reason Unrelated to Change in Control. If, outside of a Change in Control Period (as defined below), the Company terminates your employment without Cause, or you resign for Good Reason (as defined below), and other than as a result of your death or disability, and provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "Separation from Service"), then subject to the preconditions set forth in Section 7 below, you will be entitled to receive the following severance benefits:

(i) The Company will pay you an amount equal to twelve (12) months of your then-current base salary, less all applicable withholdings and deductions, paid over such eighteen-month period, on the schedule described in Section 7 below.

(ii) If you timely elect continued coverage under COBRA for yourself and your covered dependents under the Company's group health plans following such termination or resignation of employment, then the Company will pay the entire COBRA premiums necessary to continue your health insurance coverage in effect for yourself and your eligible dependents on the termination date until the earliest of (A) the close of the twelve (12) month period following the termination of your employment, (B) the expiration of your eligibility for the continuation coverage under COBRA, and (C) the date when you become eligible for substantially equivalent health insurance coverage in connection with new employment. If you become eligible for such coverage under another employer's group health plan or otherwise cease to be eligible for COBRA during the period provided in this clause, you must immediately notify the Company of such event, and all payments and obligations under this clause will cease.

(c) Termination without Cause or Resignation for Good Reason Related to Change in Control. If, during a Change in Control Period (as defined below), the Company terminates your employment without Cause, or you resign for Good Reason (as defined below), and other than as a result of your death or disability, and provided such termination constitutes a Separation from Service, then subject to the preconditions set forth in Section 7 below, you will be entitled to receive the following severance benefits:

(i) The Company will pay you an amount equal to eighteen (18) months of your then-current base salary (excluding any salary reduction that served as the basis for any Good Reason resignation), less all applicable withholdings and deductions, paid in a lump-sum within 60 days following your Separation from Service.

(ii) If you timely elect continued coverage under COBRA for yourself and your covered dependents under the Company's group health plans following such termination or resignation of employment, then the Company will pay the entire COBRA premiums necessary to continue your health insurance coverage in effect for yourself and your eligible dependents on the termination date until the earliest of (A) the close of the eighteen (18) month period following the termination of your

employment, (B) the expiration of your eligibility for the continuation coverage under COBRA, and (C) the date when you become eligible for substantially equivalent health insurance coverage in connection with new employment. If you become eligible for such coverage under another employer's group health plan or otherwise cease to be eligible for COBRA during the period provided in this clause, you must immediately notify the Company of such event, and all payments and obligations under this clause will cease.

(iii) The Company will fully accelerate the vesting of your equity awards such that you will be deemed fully vested in all such awards.

7. **Severance Conditions.** Your receipt of the severance benefits set forth in Section 6 is conditional upon (a) your continuing to comply with all of your legal and contractual obligations to the Company; and (b) your delivering to the Company an effective and irrevocable general release of claims in favor of the Company within 60 days following your termination date. The salary continuation set forth in Section 6(b) will be paid in equal installments on the Company's regular payroll schedule and will be subject to applicable tax withholdings over the period outlined above following the date of your termination date; provided, however, that no payments will be made prior to the release becoming effective. Within 60 days following your Separation from Service, and subject to the release being effective by the payment date, the Company will pay you in a lump sum the salary continuation that you would have received on or prior to such date under the original schedule but for the delay while waiting for the effectiveness of the release, with the balance of the salary continuation being paid on the Company's regular payroll schedule.

8. Definitions.

(a) **Cause.** For purposes of this Agreement, "Cause" means any of the following: (i) unauthorized use or disclosure of the Company's confidential information or trade secrets, which use or disclosure causes material harm to the Company; (ii) material breach of any agreement with the Company, which causes (or is likely to cause) material harm to the Company; (iii) material failure to comply with the Company's written policies or rules, which causes (or is likely to cause) material harm to the Company; (iv) conviction of, or plea of "guilty" or "no contest" to, a felony under the laws of the United States or any State thereof; (v) gross negligence or willful misconduct, which causes (or is likely to cause) material harm to the Company; (vi) continuing failure to perform assigned duties after receiving written notification of such failure from the Company; or (vii) failure to cooperate in good faith with a governmental or internal investigation of the Company or its directors, officers or employees, if the Company has requested your cooperation. For purposes of this Agreement, "Cause" will not exist under condition (ii), (iii), (v), (vi) or (vii) unless the Company gives you written notice of such condition within 90 days after such condition comes into existence and you fail to remedy such condition within 30 days after receiving such written notice.

(b) **Good Reason.** For purposes of this Agreement, "Good Reason" will mean that you have resigned based on the occurrence of any of the following events: (i) a material diminution in your salary except for across-the-board salary reductions similarly affecting all or substantially all senior executives of the Company and except to the extent you take on another executive position with the Company and are given a salary commensurate with such position; (ii) a change in the geographic location of your primary place of work that results in an increase in your one-way commute by more than 25 miles; or (iii) a material reduction in your authority, job duties or responsibilities, except if you are given another executive position with the Company and are given authority, job duties or responsibilities commensurate with such executive position; provided, however, that you will not be deemed to have Good Reason if the Company survives as a separate legal entity following a Change in Control and you hold materially the same position in such legal entity as before the Change in Control. A resignation will only be for Good Reason if you deliver written notice of such condition to the Company within 30 days after the initial occurrence of such condition, the Company has failed to cure such condition within 30 days after the delivery of such notice, and you resign within 30 days after the end of such cure period.

(c) **Change in Control.** For purposes of this Agreement, a "Change in Control" shall have the meaning set forth in the Company's equity incentive plan.

(d) **Change in Control Period.** For purposes of this Agreement, a Change in Control Period is defined as the period ending on the twelve (12) month anniversary of the effective date of a Change in Control.

9. **Section 409A.** The payments and benefits under this Agreement are intended to qualify for exemptions from the application of Section 409A, and this Agreement will be construed to the greatest extent possible as consistent with those provisions, and to the extent not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A to the extent necessary to avoid adverse taxation under Section 409A. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment will be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Notwithstanding anything to the contrary herein, to the extent required to comply with Section 409A, a termination of employment will not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of amounts or benefits upon or following a termination of employment unless such termination is also a Separation from Service. Your right to receive any installment payments will be treated as a right to receive a series of separate payments and, accordingly, each installment payment will at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if you are deemed by the Company at the time of your Separation from Service to be a "specified employee" for purposes of Section 409A, and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation," then, to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Section 409A and the related adverse taxation under Section 409A, such payments will not be provided to you prior to the earliest of (a) the expiration of the six-month period measured from the date of Separation from Service, (b) the date of your death or (c) such earlier date as permitted under Section 409A without the imposition of adverse taxation. With respect to payments to be made upon execution of an effective release, if the release revocation period spans two calendar years, payments will be made in the second of the two calendar years to the extent necessary to avoid adverse taxation under Section 409A. With respect to reimbursements or in-kind benefits provided hereunder (or otherwise) that are not exempt from Section 409A, the following rules will apply: (x) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any one taxable year will not affect the expenses eligible for reimbursement, or in-kind benefit to be provided in any other taxable year, (y) in the case of any reimbursements of eligible expenses, reimbursement will be made on or before the last day of the taxable year following the taxable year in which the expense was incurred and (z) the right to reimbursement or in-kind benefits will not be subject to liquidation or exchange for another benefit. Notwithstanding anything to the contrary in this Agreement, the Company reserves the right to amend this Agreement as it deems necessary or advisable, in its sole discretion and without your consent, to comply with Section 409A or to avoid income recognition under Section 409A prior to the actual payment of severance benefits hereunder or imposition of any additional tax. In no event will the Company reimburse you for any taxes or other costs that may be imposed on you as a result of Section 409A.

10. **Confidentiality Obligations.** As a condition of your employment, you must sign and abide by the employee confidentiality and inventions assignment agreement attached hereto as *Exhibit A*.

11. **Arbitration.** To ensure the timely and economical resolution of disputes that may arise between you and the Company, both you and the Company mutually agree that pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16, and to the fullest extent permitted by applicable law, you will submit solely to final, binding and confidential arbitration any and all disputes, claims, or causes of action arising from or relating to: the negotiation, execution, interpretation, performance, breach or enforcement of this Agreement; or your employment with the Company (including but not limited to all statutory claims); or the termination of your employment with the Company (including but not limited to all statutory claims). BY AGREEING TO THIS ARBITRATION PROCEDURE, BOTH YOU AND THE COMPANY WAIVE THE RIGHT TO RESOLVE ANY SUCH DISPUTES THROUGH A TRIAL BY JURY OR JUDGE OR THROUGH AN ADMINISTRATIVE PROCEEDING. The Arbitrator will have the sole and exclusive authority to determine whether a dispute, claim or cause of action is subject to arbitration under this section and to determine any procedural questions which grow out

of such disputes, claims or causes of action and bear on their final disposition. All claims, disputes, or causes of action under this section, whether by you or the Company, must be brought solely in an individual capacity, and will not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The Arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences in this paragraph are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class will proceed in a court of law rather than by arbitration. Any arbitration proceeding under this Arbitration section will be presided over by a single arbitrator and conducted by JAMS, Inc. ("JAMS") in the JAMS location closest to your working location, under the then applicable JAMS rules for the resolution of employment disputes (available upon request and also currently available at <http://www.jamsadr.com/rules-employment-arbitration/>). You and the Company both have the right to be represented by legal counsel at any arbitration proceeding, at each party's own expense. The Arbitrator will: (a) have the authority to compel adequate discovery for the resolution of the dispute; (b) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award; and (c) be authorized to award any or all remedies that you or the Company would be entitled to seek in a court of law. The Company will pay all JAMS arbitration fees in excess of the amount of court fees that would be required of you if the dispute were decided in a court of law. This section will not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law, to the extent such claims are not permitted by applicable law to be submitted to mandatory arbitration and such applicable law is not preempted by the Federal Arbitration Act or otherwise invalid (collectively, the "Excluded Claims"). In the event you intend to bring multiple claims, including one of the Excluded Claims listed above, the Excluded Claims may be filed with a court, while any other claims will remain subject to mandatory arbitration. Nothing in this section is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any final award in any arbitration proceeding hereunder may be entered as a judgment in the federal and state courts of any competent jurisdiction and enforced accordingly.

12. Miscellaneous. This Agreement (including the agreements referenced herein) is the complete and exclusive statement of your agreement with the Company on the subject matters herein, and supersedes and replaces any and all prior agreements or representations with regard to the subject matter hereof, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified, amended or extended except in a writing signed by you and the Chief Executive Officer. This Agreement is intended to bind and inure to the benefit of and be enforceable by you and the Company, and our respective successors, assigns, heirs, executors and administrators, except that you may not assign any of your duties or rights hereunder without the express written consent of the Company. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained herein. This Agreement and the terms of your employment with the Company will be governed in all aspects by the laws of the State of California.

If you agree to the terms and conditions set forth herein, please sign below.

We look forward to having you join us. If you have any questions about this Agreement, please do not hesitate to call me.

Best regards,

<u>/s/ Neil Watanabe</u> Neil Watanabe, Chief Financial Officer	3/17/2024 Date
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Accepted and agreed:

<u>/s/ Justis Kao</u> Justis Kao	3/17/2024 Date
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Loop Media Announces Changes to Executive Team, Review of Operations and Cost Cutting Measures

Jon Niermann steps down as CEO to focus on Distribution and Revenue – Remains on Board

Justis Kao Appointed as Interim CEO

Bruce Cassidy to become Executive Chairman of the Board

Loop Media to Explore Potential Strategic Alternatives and Financing Opportunities

March 18, 2024 – Loop Media, Inc. ("Loop Media", the "Company") (NYSE American: LPTV), a leading multichannel streaming CTV platform that provides curated music videos, sports, news, premium entertainment channels and digital signage for businesses, announced today that Jon Niermann is stepping down as Chief Executive Officer and the Board has unanimously appointed Justis Kao as Interim CEO, effective immediately. Mr. Kao has served in various roles in the Company, including Chief Communications Officer, Chief of Staff, Investor Relations and, most recently, Chief Content Officer. Mr. Niermann will remain a member of the Board and management team, maintaining a strategic focus on revenue and distribution. In addition, Bruce Cassidy has been appointed Executive Chairman of the Board.

"While I have loved leading our team since I co-founded the Company, it's time for a change of leadership for the Company and shift in focus for my role," said Mr. Niermann. "Going forward, I feel I can provide more support to Loop in a customer-focused revenue-generating capacity. My main goal has always been to get a return for our shareholders while growing a meaningful media-tech company that will leave a lasting footprint. Justis knows the Company very well and has my and the organization's full support and confidence. I look forward to driving growth in revenue and distribution."

Bruce Cassidy, Executive Chairman of Loop Media, noted "I continue to have tremendous confidence in the future opportunities for the Company and believe in its success. We believe that we have been ahead of the curve for this industry and should be well-positioned moving forward to achieve the type of growth that we originally set out to accomplish. We are fortunate to have some very talented members on our team. On behalf of the Board, I want to thank Jon for his visionary leadership and unrelenting dedication to Loop Media. Justis understands the Company, its people and the opportunity. He has been instrumental in leading a number of initiatives over the years and I have the utmost confidence in him to help lead Loop Media into its next phase of growth," he concluded.

"I'm excited to step in as Interim CEO," said Mr. Kao. "I've worked closely with Jon for over a decade now and know that the focus he can bring to revenue and distribution will continue to support us well. The rapport that our entire team and I have built over the last 10 years, since the start of Loop Media, gives me great confidence in leading the next critical stage of the Company's development."

In addition to Mr. Niermann stepping down from CEO, Mr. Kao being appointed Interim CEO, and Mr. Cassidy being named as Executive Chairman, Loop Media announced today that Bob Gruters, Chief Revenue Officer of the Company, has resigned after three years to pursue another business opportunity outside of the Company. Mr. Gruters has agreed to remain an advisor to the Company.

Randy Greenberg, Chief Operating Officer and Chief Marketing Officer, who joined Loop Media in July 2023, will be stepping down from those roles and leaving the Company to pursue other business opportunities.

The Board of Directors and senior management team conducted an operational and cost-cutting review across the Company which it believes will provide the framework to making the Company more competitive in the CTV for business/DOOH industry. The Board and management team determined that executing operational changes is prudent to accelerate Loop Media's potential path to break even and operating profitability. As a result of the review, the Company has laid off and furloughed certain employees and has implemented salary reductions to create efficiencies and lower the Company's overhead. These cost-cutting measures include senior management salary reductions and are expected to result in an annual aggregate cash payroll reduction of approximately \$2 million.

Loop Media also intends to explore potential strategic alternatives to maximize shareholder value, as well as evaluate potential financing opportunities to help advance its business goals.

For more information, visit www.loop.tv.

About Loop Media, Inc.

Loop Media, Inc. ("Loop®") (NYSE American: LPTV) is a leading connected television (CTV) / streaming / digital out-of-home TV and digital signage platform optimized for businesses, providing music videos, news, sports, and entertainment channels through its Loop® TV service. Loop Media is the leading company in the U.S. licensed to stream music videos to businesses through its proprietary Loop® Player.

Loop® TV's digital video content is streamed to millions of viewers in CTV / streaming / digital out of home locations including bars/restaurants, office buildings, retail businesses, college campuses, airports, among many other venues in the United States, Canada, Australia, and New Zealand.

Loop® TV is fueled by one of the largest and most important premium short-form entertainment libraries that includes music videos, movie trailers, branded content, and live performances. Loop Media's non-music channels cover a wide variety of genres and moods and include movie trailers, sports highlights, lifestyle and travel videos, viral videos, and more. Loop Media's streaming services generate revenue from programmatic and direct advertising, and subscriptions.

To learn more about Loop Media products and applications, please visit us online at Loop.tv

Follow us on social:

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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 cost-cutting measures, exploration of strategic alternatives and financing opportunities, expected performance, 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, opinions, beliefs 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 www.sec.gov.

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Jon Lindsay Phillips

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