

IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF MARYLAND
 (Baltimore Division)

In re:	*	
DIAMOND COMIC DISTRIBUTORS, INC., et al. ¹	*	Jointly Administered under Case No: 25-10308-DER (Chapter 11)
Debtors	*	
	*	
* * * * *		
SPARKLE POP LLC	*	
Plaintiff	*	
v.	*	Adv. Proc. No: 25-00157-DER
ALLIANCE ENTERTAINMENT HOLDING CORPORATION, et al.	*	
Defendants	*	
	*	
* * * * *		

LINE SUBMITTING EXHIBIT A TO DECLARATION OF BRUCE OGILVIE

Defendants Alliance Entertainment Holding Corporation and Alliance Entertainment, LLC (together, “AENT”), by counsel, hereby submit Exhibit A to the Declaration of Bruce Ogilvie [Dkt. # 21-1] (the “Declaration”) filed in support of AENT’s Opposition to Plaintiff’s Motion for Preliminary Injunction and Temporary Restraining Order [Dkt. # 21] filed June 15, 2025. Pursuant to the Defendants’ Motion to File Exhibit under Seal [Dkt. # 22], Exhibit A [Dkt. # 23] was filed as a restricted document. On June 20, 2025, the Court entered its Order Denying Motion to File Exhibit under Seal [Dkt. # 32]. Therefore, AENT is attaching hereto an unsealed copy of Exhibit A to the Declaration.

/s/ Jonathan A. Grasso
 Jonathan A. Grasso, 19278
 YVS Law, LLC
 185 Admiral Cochrane Drive, Suite 130
 Annapolis, Maryland 21401
 (443) 569-0758
 jgrasso@yvslaw.com

 Counsel for AENT

¹ The Debtors in these Chapter 11 cases, along with the last four digits of the Debtors’ federal tax identification numbers, are Diamond Comic Distributors, Inc. (3450); Comic Holdings, Inc. (7457); Comic Exporters, Inc. (7458); and Diamond Select Toys & Collectibles, LLC (6585).

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of June 2025, notice of filing the Line Submitting Exhibit A to Declaration of Bruce Ogilvie was served by CM/ECF to those parties listed on the docket as being entitled to such electronic notices, which parties are identified on the attached service list.

/s/ Jonathan A. Grasso
Jonathan A. Grasso

**The following parties received
CM/ECF notice of the filing:**

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Counsel for Alliance Entertainment
YVS Law, LLC
185 Admiral Cochrane Drive, Suite 130
Annapolis, Maryland 21401

EXHIBIT A

to Declaration of Bruce Ogilvie

October 18, 2024

CONFIDENTIAL

Bruce Ogilvie
Alliance Entertainment Holding Corporation
8201 Peters Road Ste 1000
Plantation, FL 33324

Dear Bruce Ogilvie:

Your company (referred to as “you” or “your,” as appropriate) has expressed interest in exploring a potential transaction (such possible transaction, the “Transaction”) involving Diamond Comic Distributors, Inc. (the “Company”). In that connection, you have requested certain information (oral, written, electronic or otherwise) relating to or concerning the Company, its subsidiaries and/or affiliates, which is non-public, confidential or proprietary in nature, from officers, directors, employees or agents of the Company. All such information, whether or not identified or marked as non-public, confidential or proprietary, furnished to you and your Representatives (as defined below) either before or after the date of this agreement, together with analyses, compilations, studies, summaries, extracts or other documents or records prepared by you or your Representatives which contain or otherwise reflect or are generated from such information, are collectively referred to herein as the “Evaluation Material.”

You hereby agree as follows:

1. You shall use the Evaluation Material solely for the purpose of evaluating the Transaction and you shall keep the Evaluation Material confidential, except that you may disclose the Evaluation Material or portions thereof to those of your directors, officers and employees and representatives of your advisors (collectively, the “Representatives”) who need to know such information for the purpose of evaluating the Transaction and who agree to be bound by this agreement as if they were parties hereto. You shall inform your Representatives of the existence and terms of this agreement and obtain their agreement to be bound hereby. You shall be responsible for any breach of this agreement by your Representatives. In the event you or any of your Representatives becomes compelled to disclose any of the Evaluation Material in connection with any judicial, legal or administrative proceedings (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation demand, self-regulatory order or other judicial, legal or administrative order or similar process) or otherwise by applicable law, rule or regulation or the rules of any securities exchange (collectively, “Law”), you will provide the Company with prompt, and to the extent legally permissible, advance notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement. You also agree to cooperate with the Company to the extent the Company may seek to limit such disclosure, including, if requested, taking all reasonable steps to resist or avoid any such judicial, legal or administrative proceedings referred to above. If and to the extent, in the absence of a protective order or the receipt of a waiver from the

CONFIDENTIAL

Page 2

Company after a request in writing therefor is made by you (such request to be made as soon as practicable to allow the Company a reasonable amount of time to respond thereto), you or your Representatives are legally required as advised by legal counsel in writing to disclose Evaluation Material pursuant to any Law, you will furnish only that portion of the Evaluation Material which you are advised by written opinion of counsel is legally required and only in the manner legally required, and shall exercise best efforts to obtain assurance that confidential treatment will be accorded such Evaluation Material. In addition, you acknowledge that the Company may also take steps as it deems necessary to obtain such assurance.

2. If a Transaction between you and the Company is not consummated or if the Company so requests, you shall promptly return to the Company all copies of the Evaluation Material furnished to you by or on behalf of the Company in your possession or in the possession of your Representatives. All other written Evaluation Material will be destroyed by you (including to the extent practicable, expunging all Evaluation Material from your computer, word processor or other device containing such Evaluation Material); provided, that you may keep one copy of the Evaluation Material for legal, archival, or compliance purposes only, which will remain subject to the terms of this agreement. All oral Evaluation Material will be held subject to the terms of this agreement. You agree to confirm in writing, if so requested by the Company, your compliance with the provisions of this paragraph once you have been requested to return and destroy all Evaluation Material.
3. The term "Evaluation Material" does not include any information which (i) at the time of disclosure is generally available to and known by the public (other than as a result of a disclosure by you or any of your Representatives) or (ii) was available to you on a non-confidential basis from a source that is not and was not prohibited from disclosing such information to you by a contractual, legal or fiduciary obligation. The fact that information included in the Evaluation Material becomes otherwise available to you or your Representatives under clauses (i) or (ii) above shall not relieve you or your Representatives of your or their confidentiality obligations hereunder with respect to the balance of the Evaluation Material.
4. Without the prior written consent of the Company, you shall not, and shall direct your Representatives not to, disclose to any person or entity (a) that any investigations, discussions or negotiations are taking place concerning a possible Transaction, (b) that you have requested or received any Evaluation Material or the existence and terms of this Agreement or (c) any of the terms, conditions or other facts with respect to the Transaction, including the status thereof.
5. Until the consummation of the Transaction by you or a third party, you shall not initiate or maintain contact with any officer, director, employee, agent, customer, creditor, supplier, vendor, or other business associate of the Company or its subsidiaries, except with the express prior permission of the Chief Executive Officer of the Company. For a period of two years from the date hereof, you shall not solicit for employment or, directly or indirectly, hire any employee of the Company or any of its subsidiaries with whom you have had contact during the period of your investigation of the Company or its subsidiaries

CONFIDENTIAL

Page 3

or whose identity you learned during such period; provided, however, that the foregoing provision will not prevent you from soliciting or employing any person who: (i) responds to a general solicitation of employment through an advertisement not specifically targeted at the Company or its employees; or (ii) has not been an employee or an independent contractor of the Company for at least one hundred and eighty (180) days prior to the commencement of employment or service discussions between you and such employee or independent contractor. It is understood that all requests for information, tours and meetings, all questions or discussions relating to the procedures in making a proposal and all communications regarding the Transaction will be directed to the Company's financial advisor, Raymond James & Associates, Inc. ("Raymond James"). The Company shall be free to conduct the process for exploring a potential Transaction as they in their sole discretion shall determine and to discontinue or change such process (including any previously announced rules or procedure) at any time without notice to you, and none of the Company, Raymond James, or any of their respective officers, directors, employees, agents or affiliates, shall have any liability to you as a result of such process.

6. You understand and acknowledge that none of the Company, Raymond James or any of their respective affiliates is making any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material, and each of the Company, Raymond James and their respective officers, directors, employees, stockholders, owners, advisors, agents or affiliates expressly disclaims any and all liability to you or any other person that may be based upon or relate to (a) the use of the Evaluation Material by you or any of your Representatives or (b) any errors therein or omissions therefrom. Only those particular representations and warranties, if any, that are made in a detailed, definitive agreement in customary form with respect to the Transaction (the "Definitive Agreement") when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such Definitive Agreement, will have any legal effect. No contract or agreement relating to the Transaction shall be deemed to exist, and neither the Company nor its directors, officers, employees or shareholders shall have any legal obligation of any kind whatsoever with respect to the Transaction (including by virtue of this agreement), unless and until a Definitive Agreement has been executed and delivered. For purposes of this paragraph, the term "Definitive Agreement" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or oral acceptance of an offer or bid on your part.
7. Upon any breach or attempted breach of the provisions of this agreement money damages would not be a sufficient remedy and the Company shall be entitled to equitable relief, including in the form of injunctions and orders for specific performance, in addition to all other remedies available to the Company at law or in equity. You agree that you will not oppose the granting of such relief on the basis that the Company has an adequate remedy at law. You also agree that you will not seek and agree to waive any requirement for the securing or posting of a bond in connection with the Company seeking or obtaining such relief. In the event that the Company brings an action to enforce the obligations hereunder, the non-prevailing party shall reimburse the prevailing party for all costs and expenses, including reasonable attorneys' fees, incurred by it in connection therewith. Any of such remedies shall not be deemed to be the exclusive remedy for any breach of this Agreement, but shall be in

CONFIDENTIAL

Page 4

addition to all other remedies available to the Company at law or in equity. You hereby irrevocably and unconditionally consent to submit to the jurisdiction of the courts located in the state of Maryland for any actions, suits or proceedings arising out of or relating to this agreement and the transactions contemplated hereby, and further agree that service of any process, summons, notice or document by mail to your address set forth above shall be effective service of process for any action, suit or proceeding brought against you in any such court. You hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this agreement or the transactions contemplated hereby in the courts located in the state of Maryland, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

8. No failure or delay by the Company in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. This agreement can only be modified or waived in writing.
9. The terms of this agreement shall control over any additional purported confidentiality requirements imposed by an electronic database, dataroom, or similar repository of Evaluation Material to which you or your Representatives are granted access in connection with this agreement or a Transaction, notwithstanding submission of an electronic signature or other indication of assent to such additional confidentiality conditions.
10. This agreement and all of your obligations under this agreement shall terminate two (2) years from the date hereof; provided that the confidentiality obligations contained herein shall continue to apply to any trade secret for so long as such information remains a trade secret under Law.
11. You represent that you are obtaining the Evaluation Material and executing this agreement for your own account for your own purposes and not for or on behalf of or in concert with any other party.
12. If any provision of this agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this agreement and the remaining provisions will remain in full force and effect.
13. To the extent that any Evaluation Material includes materials subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings, settlements of legal proceedings, or government investigations, you understand and agree that the parties have a commonality of legal interest with respect to such matters and it is their mutual desire, intention and understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the solicitor-client or attorney-client privilege. All Evaluation Material that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under

CONFIDENTIAL

Page 5

these privileges, this agreement, and under the common legal interest and joint defense doctrine.

14. Nothing in this agreement is intended to grant any rights to you under any patent, copyright, or other intellectual property or proprietary right of the Company, nor shall this agreement grant you or your Representatives any rights in or to Evaluation Material except as expressly set forth in this agreement.
15. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and verbal, between the parties with respect to the subject matter hereof.
16. Each party is an independent contractor and is not and shall not be deemed to be the legal representative or agent of the other party for any purpose whatsoever, and neither party is authorized by the other party to transact business, incur obligations (either express or implied), or otherwise act in any manner, in the name or on behalf of the other party, or to make any promise or representation in the name or on behalf of the other party, except as expressly permitted in this agreement.
17. This agreement may be executed in two counterparts (and by PDF or facsimile copy), each of which shall be deemed to be an original, but all of which shall constitute the same agreement.
18. This agreement supersedes any prior agreement you may have executed regarding non-public, confidential or proprietary information relating to the Company and/or any portion of the Company's assets or businesses.

This agreement is for the benefit of the Company and Raymond James and their respective successors and assigns. In no event shall you assign any of your obligations hereunder without the Company's prior consent, and any attempted assignment without such consent shall be null and void. This agreement and all controversies arising from or relating to performance under this agreement shall be governed by and construed in accordance with the laws of the state of New York and the applicable federal laws of the United States. The courts located in the state of Maryland shall have exclusive jurisdiction over disputes that may arise from this agreement.

If you agree with the foregoing, please sign both copies of this agreement and return one to me, which shall thereupon constitute our agreement with respect to the subject matter of this letter.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

For itself and as a Representative and on behalf of the Company

By:  _____

Alec Haesler
Vice President – Investment Banking

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Page 6

CONFIRMED AND AGREED AS
OF THE DATE WRITTEN ABOVE:

Alliance Entertainment Holding Corporation

By: DocuSigned by:
Bruce Ogilvie 10/18/2024
9A88FFD48E90497...

Bruce Ogilvie
Authorized Signer/ Chairman

Certificate Of Completion

Envelope Id: 581093CB94514FDC84DB557063F08B20	Status: Delivered
Subject: Complete with DocuSign: Project Gem - Form NDA.docx	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator: Bruce Ogilvie Bruce.ogilvie@aent.com
Envelopeld Stamping: Enabled	IP Address: 67.182.145.138
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	

Record Tracking

Status: Original 10/18/2024 9:16:38 AM	Holder: Bruce Ogilvie Bruce.ogilvie@aent.com	Location: DocuSign
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Signer Events

Signature	Timestamp
Alec Haesler alec.haesler@raymondjames.com Security Level: Email, Account Authentication (None)	Sent: 10/18/2024 9:21:14 AM Viewed: 10/18/2024 9:23:19 AM

Electronic Record and Signature Disclosure:
Accepted: 10/18/2024 9:23:19 AM
ID: 6feb3c9f-321e-492b-81bc-99e4f5051464

Bruce Ogilvie
bruce.ogilvie@aent.com
Chairman
Alliance Entertainment Holding Corporation
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 67.182.145.138

Sent: 10/18/2024 9:21:15 AM
Viewed: 10/18/2024 9:21:29 AM
Signed: 10/18/2024 9:21:33 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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Chuck Parker
pchuck@diamondcomics.com
Security Level: Email, Account Authentication (None)



Sent: 10/18/2024 9:21:15 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Geoffrey Richards
geoffrey.richards@raymondjames.com
Managing Director
Security Level: Email, Account Authentication (None)



Sent: 10/18/2024 9:21:16 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Jeff Walker jeffw@sdc.com CEO Alliance Entertainment Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/27/2024 8:41:29 AM ID: ac940633-660a-41a0-9dc1-f6a715962db2	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 10/18/2024 9:21:16 AM
Rolando Bonachea rolando.bonachea@raymondjames.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 10/18/2024 9:21:17 AM Viewed: 10/18/2024 9:49:00 AM
Steve Geppi gsteve@diamondcomics.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 10/18/2024 9:21:17 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/18/2024 9:21:17 AM
Certified Delivered	Security Checked	10/18/2024 9:21:29 AM
Signing Complete	Security Checked	10/18/2024 9:21:33 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alliance Entertainment, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alliance Entertainment, LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sandy.marsans@aent.com

To advise Alliance Entertainment, LLC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sandy.marsans@aent.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alliance Entertainment, LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sandy.marsans@aent.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alliance Entertainment, LLC

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sandy.marsans@aent.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alliance Entertainment, LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alliance Entertainment, LLC during the course of your relationship with Alliance Entertainment, LLC.