

CJG

New Hampshire Liquor Commission



50 Storrs Street
Concord, NH 03301
(603) 230-7015

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Joseph W. Mollica
Chairman

Kelly A. Ayotte
Governor

Nicole Brassard
Jordan
Deputy Commissioner

June 6, 2025

Her Excellency, Governor Kelly A. Ayotte,
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (NHLC) to enter into a contract with wedü, inc. (VC#158621), Manchester, NH, in the amount of \$15,000,000.00 for marketing and advertising services, with the option to renew for two additional two-year terms, effective upon Governor and Executive Council approval for the period July 1, 2025, through June 30, 2030. Funding source: 100% Liquor Funds.

Funds are anticipated to be available in Fiscal Years 2026 through 2030, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

02-77-77-771512-10310000 – Merchandising-Advertising

State FY	Class-Account	Class Title	Amount
2026	020-500247	Advertising & Publications	\$3,000,000.00
2027	020-500247	Advertising & Publications	\$3,000,000.00
2028	020-500247	Advertising & Publications	\$3,000,000.00
2029	020-500247	Advertising & Publications	\$3,000,000.00
2030	020-500247	Advertising & Publications	\$3,000,000.00
Total:			\$15,000,000.00

EXPLANATION

On March 14, 2025, the NHLC issued a Request for Proposals (RFP), RFP #2025-03-Advertising, for marketing and advertising services to assist the NHLC with marketing, promotions, and communications designed to achieve the NHLC's goals of increasing revenues and optimizing profits. The RFP was publicly advertised on the NHLC's website, and for three days in the New Hampshire Union Leader newspaper. Proposals were received from three advertising agencies.

Proposals from each agency were reviewed and evaluated by a Scoring Committee comprised of two Directors from the NHLC and a former alcoholic beverage industry member. The Scoring Committee

members each brought different perspectives, strengths, and knowledge to the evaluation of the proposals. The proposals were assigned scores by the Scoring Committee according to the criteria set forth in the RFP, including experience and qualifications, marketing strategy and creativity, an oral presentation, and cost.

After scoring, wedü received the highest score overall and in all categories, including cost. The proposal submitted by wedü was creative, demonstrating the agency's ability to produce effective and innovative promotional materials, and evidenced sound marketing methodologies. A full-service marketing agency that has worked with the NHLC since 2018, wedü demonstrated that it understands the unique needs of the NHLC as both an industry retailer and regulator. wedü brings 27 years of experience in the marketing space to the NHLC while providing competitive rates that allow the NHLC to maximize its advertising budget.

Based on the foregoing, I respectfully request approval of the contract with wedü, inc. to provide marketing and advertising services to the NHLC.

Respectfully submitted,



Joseph M. Mollica
Chairman, Liquor Commission

**NEW HAMPSHIRE LIQUOR COMMISSION
RFP 2025-03-ADVERTISING**

<u>CATEGORIES</u>	POINTS	WEDU	GYK	SALTWATER
TECHNICAL PROPOSAL	60			
<u>Marketing Strategy and Creativity (35 points)</u>	35	35	32	32
<u>Experience and Qualifications (25 points)</u>	25	25	22	20.5
ORAL PRESENTATION	25			
<u>Oral Presentation (25 points)</u>	25	24	19	20
COST PROPOSAL	30			
<u>Cost Proposal (30 points)</u>	30	27.06	26.89	23.27
TOTAL POINTS SCORED	115	111.06	99.89	95.77

As Chief Legal Counsel to the NHLHC, I certify that the below-named Scoring Committee for RFP 2025-03-ADVERTISING have conducted an evaluation of the above-referenced vendors' proposals in accordance with the terms of the Request for Proposals document.

Stephanie Bosstick, NHLHC Chief Legal Counsel

Stephanie Bosstick

Date: 5/15/25

SCORING COMMITTEE MEMBERS

Mark Roy, Director, NHLHC Division of Marketing,
Merchandising & Warehousing

Mark Roy

Date: 5/15/25

Mark Armaganian, Chief, NHLHC Division of
Enforcement & Licensing

Mark Armaganian

Date: 5/15/25

Dean Williams, Executive Vice President,
Martignetti Companies - Retired

Dean Williams

Date: 5/15/2025

FORM NUMBER P-37 (version 2/23/2023)

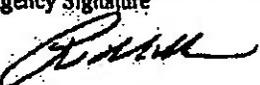
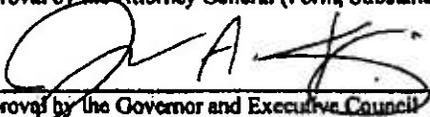
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Liquor Commission		1.2 State Agency Address 50 Storrs Street, Concord, NH 03301	
1.3 Contractor Name wedq, inc.		1.4 Contractor Address 20 Market Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-647-9338	1.6 Account Unit and Class 02-77-77-771512-10310000-020-500247	1.7 Completion Date 6/30/2030	1.8 Price Limitation \$15,000,000.00
1.9 Contracting Officer for State Agency Mark Roy, Director of Marketing, Merchandising & Warehousing		1.10 State Agency Telephone Number 603-230-7063	
1.11 Contractor Signature  Date: 6-4-25		1.12 Name and Title of Contractor Signatory Sean Owen, Chief Executive Officer	
1.13 State Agency Signature  Date: 6/5/2025		1.14 Name and Title of State Agency Signatory Joseph W. Mollica, Chairman	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/4/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date **6-4-25**

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials JK
Date 6/4/25

EXHIBIT A: SPECIAL PROVISIONS

1. **Provision 3, Effective Date/Completion of Services, is updated with the following addition:**
 - 3.4 The Term may be extended may be extended by up to two (2) additional terms of up to two (2) years each ("Extended Term") at the sole option of the State, subject to the parties' prior written Agreement on terms and applicable fees for each Extended Term. Any such extension shall be contingent upon satisfactory Contractor performance, continued funding, and approval by the Governor and Executive Council.
 - 3.5 **Force Majeure:** Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.
 - 3.5.1 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.
 - 3.5.2 In the event a party cannot timely perform an obligation due to a Force Majeure event, that party shall provide the other party with an explanation of the event and any additional information the other party reasonably requires to substantiate the claim, and shall provide updates as to the status of such Force Majeure event in such detail and upon such frequency as the other party may reasonably require.
 - 3.5.3 In the event that the Contractor's performance is delayed for more than ninety (90) days due to a Force Majeure event, the State may terminate the Contract.
2. **Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:**
 - 5.5 Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
3. **Provision 8, Event of Default/Remedies, is updated with the following addition:**
 - 8.2.5 give the Contractor a written notice specifying the Event of Default, terminate the Agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.
4. **Provision 9, Termination, is deleted and replaced with the following:**
 9. **TERMINATION**
 - 9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
 - 9.2 **Termination Procedure**
 - 9.2.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
 - 9.2.2 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:
 - a. Stop work under the Contract on the date, and to the extent specified, in the notice;

- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

5. Provision 10, Property Ownership/Disclosure, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of New Hampshire - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited, to Criminal Justice Information (CJI), Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

10.5 In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.6 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or

Contractor Initials

Date

[Handwritten Signature]
[Handwritten Date: 6/11/15]

d. is disclosed with the written consent of the disclosing Party.

10.7 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.8 Contractor Confidential Information: Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.9 This covenant in paragraph 10 shall survive the termination of this Contract.

6. **Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

12.2.1 In the event that Contractor should change ownership for any reason whatsoever that results in a Change of Control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

7. **Provision 14, Insurance, is updated with the following addition:**

14.1.3 Contractor shall maintain Multimedia and Professional Liability insurance in the amount of not less than \$1,000,000 per loss and \$1,000,000 aggregate

8. **Provision 20, Conflicting Terms, is deleted and replaced with the following:**

20. CONFLICTING TERMS AND ORDER OF PRECEDENCE. In the event of conflict or ambiguity among any of the text within this Agreement, the following Order of Precedence shall govern:

- a. State of New Hampshire, Liquor Commission Contract Agreement
 - i. Form P-37, General Provisions, as modified by Exhibit A, Special Provisions
 - ii. Exhibit C, Payment Terms and Pricing
 - iii. Exhibit B, Scope of Services
 - iv. Executed Change Orders
- b. State of New Hampshire, Liquor Commission RFP 2025-03-ADVERTISING
- c. Contractor Response to State of New Hampshire, Liquor Commission RFP 2025-03-ADVERTISING

The following Provisions are added and made part of the P-37 General Provisions:

1. **Provision 27. EXHIBITS/ATTACHMENTS**

The Exhibits and Attachments referred to in and attached to the Agreement are incorporated by reference as if fully included in the text of the Agreement.

2. **Provision 28. NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

3. Provision 29. GOVERNMENT APPROVALS

Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Agreement.

End of Exhibit A

EXHIBIT B: SCOPE OF WORK

1. INTRODUCTION

wedü, inc. ("Contractor") hereby agrees to provide the New Hampshire Liquor Commission ("NHLC") with advertising and marketing services as provided herein.

2. TERM OF CONTRACT

This Agreement shall commence upon approval by the Governor and Executive Council, or on June 30, 2025, whichever is later, and shall terminate on June 30, 2030.

Pursuant to the terms of Provision 3.4 of the General Provisions, the Agreement may be extended by up to two (2) additional terms of up to two (2) years each ("Extended Term").

3. DELIVERABLES AND SCOPE OF WORK

- A. Contractor shall provide all facets of advertising, marketing and public relations services from strategic development through implementation, which shall include but not be limited to:
1. All aspects of creative design and image branding, including:
 - a. Design, copywriting and proofreading
 - b. Traditional media planning, including rate negotiation and advertising placement
 2. Production of marketing materials, artwork and advertising for use in retail stores, including but not limited to:
 - a. Promotional and educational videos
 - b. Category brochures and display holders
 - c. Monthly sale signage
 - d. Category signage
 - e. Employee shirts with branding
 - f. Marketing materials for new store openings
 - g. In-store radio and television advertising for NHLC promotions
 3. Web-based, electronic and traditional advertising, including but not limited to:
 - a. Radio
 - b. Social media, such as Facebook, Instagram, X and other viable outlets
 - c. Exact-target monthly direct-to-consumer email deployments
 - d. Exact-target monthly email deployments to licensees
 - e. Store recordings, including but not limited to phone greetings, advising of store hours, product specials, events and other offers
 - f. Print ads and coupons
 - g. Digital ads
 - h. Advertising specifically targeting Massachusetts, Maine and Vermont consumers
 4. Special events development, advertising and support. Special events include, but are not limited to, tasting events, managers' meetings, employee and broker awards, Wine Week, Distiller's Showcase, Spirits Week, Restaurant Week sponsorship and themed seasonal events. Responsibilities include:
 - a. Managing events
 - b. Producing event posters and program books
 - c. Advertising events through social media and customer email list
 - d. Preparing set-up for online ticket ordering
 - e. Assisting with securing venues
 - f. Securing photographers and videographers
 - g. Securing catering services for events
 - h. Developing and producing promotional items
 - i. Attending and assisting with certain events
 5. Collaborating with the NHLC and its other vendors to provide visually appealing and interactive NHLC business-to-business and business-to-consumer platforms. The websites shall incorporate offerings such as food and wine pairings, product descriptions, flavor profiles and recipes to provide an enhanced user experience. Contractor shall provide accurate information and images of the NHLC's product inventory on the websites. Contractor shall alert the NHLC of any issue regarding website accuracy or service interruptions.
 6. Interacting with web service providers as needed on the NHLC's behalf.

- B. Prior to engaging in production of any media, Contractor shall obtain approval from the NHLC Director of Marketing, Merchandising and Warehousing ("Director") or his or her designee.
- C. Contractor shall incorporate media and determine media placement in a manner designed to maximize the effectiveness of any budgeted media spend. Contractor shall present and obtain approval for media placement strategy from the Director in advance of each quarterly plan.
- D. Contractor shall ensure compliance with RSA 175:4, including the requirement that 80% of advertising shall be with out-of-state media.
- E. Contractor's account team shall attend weekly meetings with NHLC to plan, coordinate and review marketing campaigns and initiatives. Contractor shall maintain a perpetual agenda of all current and upcoming initiatives. Contractor shall present campaign ideas, including creative and media plans, and review status of task completion for works in progress. On a monthly basis, Contractor shall present an analysis of outcomes and effectiveness of concluded initiatives. The Contractor's principle overseeing the NHLC account will be expected to attend the weekly meetings in person or virtually.
- F. Contractor shall monitor emerging marketing technologies and trends. Contractor shall present ideas for utilizing promising innovations in the NHLC's marketing mix.
- G. At least quarterly, Contractor's principle shall review current budget expenditures and remaining funds to ensure spending is within prescribed limits.
- H. Subject to approval, Contractor may subcontract for the following specialized services: *Voika* publication, in-store fixtures advertising, in-store radio and television program content, and public relations. Contractor shall only enter into such subcontracts upon written approval from the NHLC.
- I. The NHLC may authorize Contractor and its approved subcontractors to enter into agreements with third parties for the purpose of selling promotional opportunities within retail stores, digital advertising platforms, events or other venues made available by the NHLC. Terms of these agreements shall be approved in advance by the NHLC. Under no circumstances shall the third party be deemed an employee of the Contractor or the NHLC.
- J. Contractor shall provide printing services for project needs that cannot be met through the Bureau of Graphic Services. Contractor shall provide printing services either directly or via subcontract based on specifications and proofs approved by the NHLC.
- K. Contractor shall provide services for the NHLC's Division of Enforcement and Licensing within a specified budget separate from the broader NHLC marketing budget. Services shall include:
 1. Sponsored events planning;
 2. Sponsorship management;
 3. Advertising;
 4. Social media; and
 5. Communications.

4. GENERAL PROVISIONS

- A. Contractor shall ensure that the NHLC is able to conduct online collaboration for advertising projects by making files compatible with the State of New Hampshire ("State") requirements.
- B. The NHLC may select specific subcontractors to perform special projects.

Contractor Initials
 Date 6-4-25

- C. Contractor shall bear all losses resulting to it on account of the amount or character of the work, or because the nature of the work or area in which the work being done is different from what was estimated or expected, or on account of the weather, natural elements or other causes.
- D. Contractor's employees and agents shall not represent themselves as employees or agents of the State or NHLC.
- E. Contractor shall be responsible in the event of theft or destruction of State property or personal property of State employees by its employees or agents.

F. Ownership of Work(s):

The NHLC shall own all right, title and interest in and to any software, documentation, products, point of sale materials, advertising for television, radio, print, internet or other media, or deliverables that result from services rendered by the Contractor to the NHLC under this Agreement ("Work(s)"). For all purposes of copyright law, the Work(s) shall be deemed Works made for hire and copyright shall belong solely to the NHLC. The Contractor shall, at no additional expense to the NHLC, assist the NHLC to obtain copyrights, trademarks, or patents for all such Work(s) in the United States and any other countries. The Contractor agrees to execute all papers and to give all facts necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to the NHLC all the right, title and interest in and to such Work(s). The Contractor represents and warrants that the Work(s) shall be free of any claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

G. Confidentiality:

Contractor acknowledges that it will be necessary for the NHLC to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under any resulting contract. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the NHLC. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the NHLC without the NHLC's prior written permission except to the extent necessary to perform services on NHLC's behalf. For purposes of this subsection G, proprietary or confidential information is information that would not be subject to disclosure by the NHLC pursuant to RSA 91-A, and includes:

1. Business or marketing plans or strategies, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information;
2. Information belonging to customers and suppliers of the NHLC about whom Contractor gained knowledge as a result of Contractor's services to NHLC; and
3. Other information as the NHLC may from time to time identify as confidential and not subject to disclosure.

Upon termination of Contractor's services to the NHLC, or at the NHLC's request, Contractor shall deliver to the NHLC all materials in Contractor's possession relating to the NHLC's business. The terms of this subsection G shall survive the termination of this Agreement.

H. Records Retention and Records Access Requirements:

The Contractor shall agree to the conditions of all applicable state and federal laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention.

The Contractor and its Subcontractors shall maintain, in accordance with generally accepted accounting principles and other procedures specified by the State, all pertinent financial and accounting records, including but not limited to books, records, documents, and other evidence of

Contractor Initials

Date

JS
6-1-2

accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its Subcontractors shall make all such records available upon request to the NHLC, the State, or its designees at all times during the contract period and shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeals period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

The NHLC agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's Review unless the cost or any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

I. Access and Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the NHLC will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The NHLC will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Agreement.

J. Changes to Services:

The NHLC may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the NHLC, in detail, of any impact the requested changes, revisions, or enhancements will have on the terms of the contract, including but not limited to, on the cost.

Contractor may propose a change to the Scope of Work by written Change Order, identifying any impact the requested changes, revisions, or enhancements will have on the terms of the contract, including but not limited to, on the cost. The NHLC shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The NHLC must review and approve all Change Orders in writing. The NHLC shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within thirty (30) days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract shall require approval by the Governor and Executive Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of the Agreement.

K. Background Checks:

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of a resulting contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The NHLC may, at its sole expense, conduct reference and background screening of the Contractor staff who work on or have access to the NHLC's account. The NHLC shall maintain the confidentiality of background screening results in accordance with the terms of this Agreement.

L. Dispute Resolution:

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Agreement.

The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
First	Account Director	Director of Marketing, Merchandising & Warehousing	5 Days
Second	Chief Executive Officer	Chairman	10 Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other Party.

End of Exhibit B

Contractor Initials AC
Date 6-1-25

EXHIBIT C: PAYMENT TERMS AND PRICING

1. CONTRACT PRICE

Pursuant to the P-37: General Provisions, Section 5, this is a Not-to-Exceed Contract. The total value of the Agreement is indicated in the P-37: General Provisions, Section 1.8: Price Limitation for the period between the Effective Date through the date indicated in the P-37 General Provisions, Section 1.7: Completion Date. The use of the phrase "Not-To-Exceed" in this context means that Contractor agrees to the price limitation as a not-to-exceed cap on the total value of the contract. The price limitation is thus the maximum amount payable to Contractor over the life of the contract. That a total, not-to-exceed price limitation exists does not cap pricing on the individual services or deliverables that occur within the contract term, except that the total services rendered (*i.e.* price of all services or deliverables combined) within the contract term cannot exceed the price limitation. Thus, the actual amount payable to Contractor over the life of the contract may be less than, but not more than, the price limitation, unless the contract is amended by the parties to reflect an increased price limitation.

The Contractor shall be responsible for performing its obligations in accordance with this Agreement. This Agreement will allow the Contractor to invoice the State for the Services at the rates appearing Section 3: Contract Costs and Rates of this Exhibit C.

Contractor Initials SO
Date 6-14-17

2. INVOICING AND TERMS OF PAYMENT

A. Invoices

The Contractor shall submit correct invoices to the NHLC for all amounts to be paid by the NHLC. All invoices submitted shall be subject to the NHLC's written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Service and identification of the Service for which payment is sought.

B. Invoice Address

Invoices sent via electronic mail shall be scanned and emailed to:
APDept@liquor.nh.gov

Invoices sent via U.S. mail shall include an original plus one copy and be mailed to:
New Hampshire Liquor Commission
Accounts Payable Department
50 Storrs Street
Concord, NH 03301

C. Terms of Payment

Upon acceptance of a properly documented invoice, the NHLC will pay the invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched. Payment is issued through the State Treasurer and forwarded to Contractor within fourteen (14) days after processing begins at the NHLC.

The State of New Hampshire does not pay late charges or interest.

If the NHLC receives an invoice and the amount on the invoice is calculated incorrectly, the NHLC shall notify the Contractor of the alleged error prior to the due date of such payment. The NHLC and the Contractor agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to the Contractor. The NHLC shall promptly pay upon resolution of such dispute or within such fifteen (15) day period of an agreed-upon amount, whichever is later, and no late charges shall apply to that amount or the originally invoiced amount.

Invoices for all work completed during any fiscal year must be submitted within thirty (30) days after the end of that fiscal year (June 30th). Invoices not submitted within the aforementioned timeframe will require approval from the State of New Hampshire prior to processing, which may delay the payment process.

D. Payment Address

All payments will be made via direct deposit through ACH. The Contractor shall complete enrollment with the New Hampshire State Treasury for vendor direct deposit at <https://www.nh.gov/treasury/state-vendors/index.htm> prior to submission of the first invoice.

E. Overpayments to the Contractor

The Contractor shall promptly, but no later than fifteen (15) business days, pay the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

F. Credits

The NHLC may apply credits due to the NHLC, arising out of this Contract, against the Contractor's invoices with appropriate information attached.

G. Shipping and Delivery Fee Exemption

The NHLC will not pay for any shipping or delivery fee unless specifically itemize in the Contract.

3. CONTRACT COSTS AND RATES

A. Contract Budget

Funding shall be allocated as follows:

FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000

B. Retainer Fee

Contractor's Retainer Fee shall be 12.5% of annual expenses and shall cover expenses for:

1. Client Services, including weekly and monthly meetings
2. Media Planning, Recommendation and Placement
3. Accounting and Administration

C. Hourly Rates

Services shall be invoiced at the Hourly Rates below:

1. Creative Design \$105/Hour
2. Production (as defined below) \$95/Hour
3. Strategic Planning \$145/Hour
4. Copywriting and Research \$115/Hour
5. Technical Development \$135/Hour
6. Web Maintenance \$95/Hour
7. Social Media Management \$95/Hour

D. Definition of Production

Production for purposes of Exhibit C, section 3(B)(3) means the physical creation of advertising materials as follows:

1. Print Ads: involving layout, type specification, paste up, finished artwork or photography, copywriting, type composition, negatives and proofs.
2. Point-of-Sale Materials: involving but not limited to layout, type specifications, paste up, finished artwork or photography, type composition, permanent signage, and printing.
3. Radio: involving script writing and direction, talent and studio costs.
4. Television and Video Production: involving script writing and direction, storyboards, talent, props, sets or location expenses, studios, photography or videotaping costs, release prints or videotapes.
5. Web-based Advertising: involving design, layout and copy and detail reports of results.

E. Travel, Lodging and Meals

Travel requests expenses for meetings and conferences shall be pre-approved by the NHLC. Travel shall be subject to the same regulations imposed on State Employees. Travel requests, which are not pre-approved, shall not be reimbursed.

Mileage reimbursement will be at the prevailing State mileage rate.

End of Exhibit C

Contractor Initials

Date

AO
6-4-27

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Contractor Initials AO
Date 6-1-23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WEDU, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 31, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 307436

Certificate Number: 0007193074



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of June A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Sean Owen, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
wedu, inc.. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on June 3, 2025, at
which a quorum of the Directors/shareholders were present and voting.

VOTED: That Sean Owen, President & Secretary (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

wedu, inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 06-03-2025

ATTEST: 
Sean Owen,
President



State of New Hampshire
Department of State
2025 ANNUAL REPORT

Filed
Date Filed: 2/17/2025
Effective Date: 2/17/2025
Business ID: 307436
David M. Scanlan
Secretary of State

BUSINESS NAME: WEDU, INC.
BUSINESS TYPE: Domestic Profit Corporation
BUSINESS ID: 307436
STATE OF INCORPORATION: New Hampshire

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
20 Market Street Manchester, NH, 03101, USA	20 Market Street Manchester, NH, 03101, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: Sean M. Owen
REGISTERED AGENT OFFICE ADDRESS: 20 Market Street Manchester, NH, 03101, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / COMPUTER & WEBSITE CONSULTANT; ANY LAWFULACT; ETC	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Sean M. Owen	20 Market Street, Manchester, NH, 03101, USA	President
Sean M. Owen	20 Market Street, Manchester, NH, 03101, USA	Director

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **President**

Business Name: **wedu, inc.**

Name of Signer: **Sean Owen**

Title of Signer: **President**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 980 Washington St., Suite 325 Dedham MA 02026		CONTACT NAME: Colin Quirk PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Colin.Quirk@bbrown.com	
INSURED WEDU, Inc. 20 Market Street Manchester NH 03103		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Ltd. NAIC # 11000 INSURER B: Hartford Accident and Indemnity Company 22357 INSURER C: Hartford Underwriters Insurance Company 30104 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 WEDU GL, Auto **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08 SBA AB6876 SB	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08 UEC AZ7735 SB	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		08 WEC AB9YSW	09/01/2024	09/01/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER NH Liquor Commission 50 Storrs St. Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C No. Ext): 844-472-0967		FAX (A/C No.): 203-654-3613
	E-MAIL ADDRESS: customerservice@biBERK.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Berkshire Hathaway Direct Insurance Company			10391
INSURED wedu, inc. 20 Market St Manchester, NH 03101			
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability (Errors & Omissions): Claims-Made			N9PL158547	10/26/2024	10/26/2025	Per Occurrence/ Aggregate	\$1,000,000/ \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability coverage of \$250,000 for policy #N9PL158547 with effective dates 10/26/2024 to 10/26/2025 expiration date (or pending cancel/cancel date).

CERTIFICATE HOLDER **CANCELLATION**

New Hampshire Liquor Commission 50 Storrs St Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 