

**ADVERTISING & CREDIT POLICIES**

In consideration of the provision of advertising services, production services, or related services by Good Karma Broadcasting LLC ("GKB"), now and/or in the future, the Applicant/Third Party Agency (collectively, "Applicant") agrees to be bound by the following terms and conditions ("Advertising Policies"). These Advertising Policies shall govern all services provided by GKB unless otherwise expressly agreed in writing. The party executing this Agreement on behalf of the Applicant represents and warrants that it has full authority to do so.

**APPLICANT / THIRD PARTY RIGHTS**

1. Applicant acknowledges that services from GKB may be purchased on behalf of an advertiser if Applicant is an agency and may be purchased through an advertising agency or other service entity if Applicant is an advertiser (collectively, "Third Parties").
2. If Applicant is an advertiser, all agencies placing advertising orders with GKB shall be deemed authorized agents of Applicant.
3. Applicants remain responsible for payment of all advertising placed on its behalf, including through any Third Party.
4. Notwithstanding to whom invoices are rendered, Applicant and Third Parties shall remain jointly and severally liable for all amounts due to GKB until paid in full.
5. If executed by an agency, such agency acknowledges joint and several liability. If the undersigned signs as an agency for the Advertiser, said agency acknowledges liability for payment.

# GOOD KARMA BRANDS

[EST. 1997]

## GKB BROADCAST STANDARDS AND RIGHTS

1. GKB does not discriminate in the sale of advertising time and will accept no advertising which is placed with intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting airtime under this advertising sales contract for any discriminatory purpose including, but not limited to, decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.
2. When the number of commercials in a selected time period exceeds GKB's broadcast standards, which may vary by station, GKB reserves the right to substitute comparable times.
3. If, due to public emergency or necessity, restriction imposed by law, act of God, epidemics/pandemics, mechanical or electrical breakdown, labor dispute, sports league work stoppage (including but not limited to strikes, lockouts, or cancellation of games or seasons), loss or suspension of broadcast rights, or for any other cause beyond GKB's control (each, a "Force Majeure Event"), GKB fails to make a broadcast or deliver any portion of the contracted services, GKB shall not be deemed in breach of this Agreement. In the event of a Force Majeure Event impacting sports programming or Play-by-Play inventory, GKB and Advertiser agree to work in good faith to reallocate the affected advertising, sponsorship, or marketing investment to comparable GKB media, digital, audio, event, or other related assets during the same general time period.
4. If such reallocation is not reasonably feasible or acceptable to Advertiser, then the time charges allocable to the omitted broadcast or undelivered services shall be credited to Advertiser. If a material part, but not all, of a scheduled broadcast or service is omitted, the applicable charges shall be equitably adjusted.
5. GKB shall have the right to cancel any broadcast in its sole discretion exercised in good faith.
6. Advertising materials must be received by the deadline specified by GKB.
7. GKB may reject such material in its reasonable discretion.
8. GKB reserves the right to discontinue or refuse any advertising for reasons satisfactory to GKB, including outstanding payment.
9. GKB is authorized to disclose the Applicant's performance of this agreement to proper people and bureau.
10. GKB will work in cooperation with Applicant/Third Party Agency to strive to achieve optimum results but does not guarantee any desired outcome.

**DIGITAL ADVERTISING POLICIES**

1. All inventory is subject to availability.
2. All creative must be submitted five (5) business days in advance of campaign launch. Late creative may result in uneven pacing and delivery.
3. Custom creative execution requires seventy-two (72) hours minimum for assessment/buildout.
4. Digital advertising may be subject to the IAB Standard Terms and Conditions version 3.0. All ESPN Digital-specific buys are subject to the Internet Advertising Bureau (IAB) Standard Terms and Conditions 3.0 x DAS Addendum . In the event of conflict, these Advertising Policies and the applicable order shall control.
5. GKB digital invoices will be billed from first party reporting data if third party tags/reporting are not properly provided. Third party reporting access must be granted within 24 hours of campaign launch. GKB will not bill for overdelivery outside of contracted impression goal. Vendor fees are not covered without written consent.
6. Any third-party vendor must be approved by GKB Digital Operations prior to launch.

**ESPN NETWORK AND PODCAST POLICIES**

1. Advertiser agrees to submit Audio Specs per GKB/ESPN Network Radio and Podcast Advertising Guidelines.
2. GKB will only bill on first party impressions. No third-party billing allowed (tags for research purposes acceptable).
3. Campaigns must be signed and scripts provided at least one (1) week prior to start date for Live Read, Host Read, Presented By, or Sponsorship elements (1.5 weeks if copywriting services are needed).
4. Creative updates for pre-produced spots require three (3) business days notice. Live/Host Read scripts require one (1) week notice (1.5 weeks if copywriting needed).
5. GKB does not cover vendor costs unless expressly approved in writing.
6. Written notice of cancellation must be provided at least thirty (30) days prior. Sponsorships are firm and non-cancellable unless negotiated.

**PLAY-BY-PLAY ADVERTISING POLICIES**

1. All Play-By-Play partnership features and entitlements, including pre-game, in-game, post-game, broadcast, and ticket elements (“Entitlements”), are non-cancellable once contracted or confirmed and may not be reduced, suspended, or opted out of by the Partner for any reason.
2. If the applicable team advances to the postseason or playoffs, Partner’s Play-By-Play sponsorship will automatically extend for the duration of the team’s season, up to and including parade coverage, at a premium rate (the “Postseason Extension”). Participation is required unless otherwise expressly stated in writing in the applicable order.  
  
Postseason premium rate increases:
  - 25% Wild Card Round
  - 35% Division Championship Round
  - 40% Conference/League Championship
  - 50% Championship
3. Tickets provided in connection with Play-By-Play Sponsorships are for internal use and client entertainment only and may not be resold, transferred for value, or used for promotional purposes.
4. Affiliate clearances are subject to pre-emption due to local conflicts. Games that conflict with other broadcasts may be aired on an alternate station or made available via stream/app.
5. Play-By-Play Sponsorships remain valid only while Good Karma Brands retains the applicable broadcast rights and serves as the primary seller of commercial inventory for the applicable team and league entity.
6. Partners will receive terms for a right of first extension for the following season. Acceptance must be communicated by March 1 (NFL), July 1 (NBA/NHL), or November 30 (MLB), or within thirty (30) days of proposal.
7. Multiyear Play-By-Play Sponsorships are subject to automatic annual escalation. Escalation percentages will be outlined in the applicable Order Form or Agreement and apply to renewals or extensions.

**ENDORSEMENT POLICIES**

1. The Endorsement Agreement ends when all advertiser products/services are completed and delivered in full.
2. Endorsement length shall not exceed the advertising campaign duration.
3. All Endorsements are firm and non-cancelable except as outlined in the Endorsement Agreement.
4. Talent name, likeness, and voice may only be used during the term and may not be used on other media entities without prior written permission from GKB. Permission applies only during the term of the Advertising Agreement.

**PERMISSION TO USE GKB LOGOS**

GKB logos may not be used without prior written permission. Permission applies only during the term of the Advertising Agreement. Approval may be revoked upon notice in the event of breach, misuse, legal violation, or other good-faith basis determined by GKB.

**PAYMENT TERMS AND CONDITIONS**

1. GKB may require advance payment for political, sports gambling, attorneys, restaurants/bars/nightclubs, concert promoters, brokered programs, CBD/hemp companies, and transient or first-time advertisers.
2. Applicant agrees to notify GKB of any adverse financial developments.
3. GKB may establish premium rates for special programming.
4. Invoice broadcast times are accurate within fifteen (15) minutes and serve as proof-of-performance unless proven otherwise.
5. Unless otherwise stated, invoices are due within thirty (30) days of invoice date.
6. Applicants agree to pay all obligations when due. Delinquent accounts may incur collection costs and legal fees.
7. Invoices are due within thirty (30) days. Delinquent accounts may incur collection fees, attorney fees, and court costs.
8. A service charge of 1.5% per month (18% APR), or the maximum permitted by law, may be charged
9. Disputes must be submitted in writing within thirty (30) days of invoice date.

**CANCELLATION OF SERVICES**

1. Credit may be cancelled at GKB's option upon notice.
2. Two (2) weeks written notice required for Radio and Digital advertising cancellation.
3. Thirty (30) days written notice required for Network and Podcast advertising cancellation. Sponsorships are non-cancellable unless contracted otherwise.
4. Endorsement agreements are non-cancellable except as outlined.
5. Campaigns containing station cash investment, local play-by-play inventory, or category exclusivity are non-cancellable.
6. Early cancellation results in rate adjustment based on announcements used.
7. GKB may cancel upon default or material breach.

**LEGAL RIGHTS AND RIGHT TO REFUSE CREDIT**

1. Mutual indemnification provisions apply for broadcast materials and advertiser-furnished materials.
2. NOTICE: The Federal Credit Opportunity Act prohibits discrimination in credit applications. Federal Trade Commission administers compliance.
3. Applicant certifies all credit application statements are true and authorizes GKB to verify statements. Provisions survive termination.

**LIMITATION OF LIABILITY**

GKB shall not be liable for indirect, incidental, or consequential damages. Total liability shall not exceed amounts paid.