

GOOD KARMA BRANDS

[EST.1997]

ADVERTISING & CREDIT POLICIES

In consideration of the providing 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 agrees and shall be governed by the following terms and conditions outlined herein. The terms and conditions shall govern and control all future services which may be provided by GKB from time to time for the Applicant/Third Party Agency. The party executing this Agreement on behalf of the Applicant acknowledges that it has authority to do so.

APPLICANT/THIRD PARTY RIGHTS

1. Applicant acknowledges that services from GKB may be purchased by Applicant on behalf of an Advertiser if Applicant is an agency, and such services may be purchased from GKB on behalf of Applicant through the efforts of an advertising agency or other service entity if Applicant is an advertiser; for purposes hereof, the Advertiser, Advertising Agency or other service entity on behalf of which or through which GKB provides services shall be known as "Third Parties."
2. If Applicant is an advertiser, all agencies which place advertising buy orders with GKB shall be conclusively deemed to be authorized agents for Applicant.
3. Applicant understands that should Applicant place advertising through an advertising agency (or other Third Parties) that Applicant will continue to be responsible to GKB for payment of such advertising.
4. Notwithstanding to whom bills are rendered, Applicant and Third Parties shall remain jointly and severally obligated to pay to GKB the amount of any bills rendered by GKB within the time specified and until payment in full is received by GKB. Payment by Applicant to Third Parties or by Third Parties to Applicant shall not constitute payment to GKB.
5. The undersigned understands and agrees that the obligations imposed under this Agreement shall be joint and several. If the undersigned signs as an agency for the Advertiser, said agency acknowledges liability for payment.

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.

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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 or for other similar or dissimilar cause beyond GKB's control, GKB fails to make a broadcast as required hereunder, GKB shall not be in breach of this contract. GKB may suggest a substitute time period for the broadcast of the interrupted or omitted commercial announcement or program. If GKB does not suggest a substitute time period, or if no such substitute time period is acceptable to Advertiser, the time charges allocable to the omitted broadcast shall be credited to Advertiser. If a material part, but not all, of a scheduled broadcast is omitted, the time charges relating thereto shall be appropriately credited.
4. GKB shall have the right to cancel any broadcast or portion thereof covered by an advertising contract in order to broadcast any program, which, in its absolute discretion, it deems to be of public interest or significance. In any such case, GKB will notify Advertiser in advance, if reasonably possible, but when such notice cannot reasonably be given, GKB will notify Advertiser within a reasonable period after such scheduled broadcast has been cancelled.
5. If advertising copy or produced commercials, or any other marketing materials requested by GKB are not received by GKB within twenty-four (24) hours of airing, or by the deadline specified by GKB, and if the situation is not cured after GKB has notified advertiser of missing materials, GKB may bill Advertiser and Advertiser shall be liable for payment.
6. Program, commercial and marketing material provided by Advertiser is subject to GKB approval and GKB, in its sole discretion, may exercise a continuing right to reject such material, including without limitation, a right to reject for unsatisfactory technical quality. In the event the material is unsatisfactory, GKB shall notify Advertiser and unless the Advertiser furnishes satisfactory material twenty-four (24) hours in advance of deadline or broadcast, GKB shall have the right to substitute its own program or commercial material with no liability of GKB to Advertiser.
7. GKB reserves the right to discontinue or refuse any advertising for reasons satisfactory to GKB, including outstanding payment from said Advertiser.
8. GKB is authorized to disclose the Applicant's performance of this agreement to the proper persons and bureau.
9. GKB will work closely and in cooperation with Applicant/Third Party Agency to strive to achieve optimum results pursuant to the advertising contract but cannot and does not guarantee that any desired outcome will be accomplished through advertising with GKB.

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DIGITAL ADVERTISING POLICIES

1. All inventory is subject to availability.
2. All creative (site-served, third party served, or site-served with third party trackers) must be submitted to GKB five (5) business days in advance of campaign launch in order to ensure quality assurance and trafficking. Late creative and launch may result in uneven pacing and delivery.
3. All custom creative execution requires seventy-two (72) hours minimum for assessment/buildout.
4. All digital advertising through GKB is subject to the Internet Advertising Bureau (IAB) Standard Terms and Conditions 3.0 found here: https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf.

All ESPN Digital-specific buys are subject to the Internet Advertising Bureau (IAB) Standard Terms and Conditions 3.0 x DAS Addendum found here: <https://www.disneyadvertising.com/mediakit/das-iab-addendum/>.

5. All GKB digital invoices will be billed from first party reporting data in the absence of third party tags or third party trackers. Failure to provide GKB with third party reporting (daily, broken out by campaign, placement, creative, and date) or third party reporting login credentials will result in invoice billed from first party reporting data. Third party reporting access must be granted with 24-hours of campaign launch; failure to do so will result in invoice billed from first party reporting data. GKB has the right to deny the use of an advertiser's preferred third party vendor for creative serving and/or billable reporting purposes. GKB, whether billing from first or third party reporting data, will not bill for any over delivery outside of contracted impression goal. GKB does not cover vendor fees unless there is written consent from GKB management to do so.
6. Any third party vendor must be approved by GKB Digital Operations prior to campaign launch.

ESPN NETWORK AND PODCAST POLICIES

1. Advertiser agrees to submit Audio Specs as specified in GKB/ESPN's Network Radio and Podcast Advertising Guidelines.
2. GKB will only bill on first party impressions. No third party billing is allowed (tags for research purposes only are acceptable). First party audio impressions will be determined by GKB's ad server.
3. All advertising campaigns must be signed and scripts provided at least one (1) week prior to start date if there are Live Read, Host Read, Presented By, or Sponsorship elements. If

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copywriting services are needed, advertising campaigns must be signed and received 1.5 weeks prior to start date.

4. Creative updates for pre-produced spots must be provided three (3) business days prior to expected implementation date. Live/Host Read scripts are to be provided at least one (1) week prior to week of execution (1.5 weeks if copywriting services are needed).
5. GKB does not cover vendor costs for advertisers unless expressly approved in writing by GKB management.
6. Written notice of cancellation must be provided at least thirty (30) days prior to cancellation date. Sponsorships are firm and non-cancellable unless otherwise negotiated.

ENDORSEMENT POLICIES

1. The end date of the Endorsement Agreement shall be the date that all products and services are completed by advertiser and delivered in full to the endorser, including any applicable leases or loans. The products or services received by the endorser from the advertiser shall be fulfilled in their entirety, regardless of the continuation of the advertising campaign. For example, if advertiser is providing a roof to the endorser, this roof must be fully completed by the advertiser as agreed to in the Endorsement Agreement.
2. The length of the Endorsement Agreement shall not exceed the length of the advertising campaign between Sponsor and GKB. For example, the auto lease should be the same duration as the Advertising Campaign.
3. All Endorsements are firm and non-cancelable by advertiser except as set forth otherwise in the Endorsement Agreement.
4. Talent name, likeness and voice may only be used by advertiser in connection with the Endorsement through the term of the Endorsement Agreement and may not be used in any other advertisements on other media entities without prior express written permission from GKB.

PERMISSION TO USE TALENT'S NAME, LIKENESS OR VOICE

GKB talent or host's name, likeness and voice may not be used in any other advertisements on other media entities or published by Advertiser or a third party without prior express written permission from GKB. Permission to use talent's name, likeness or voice may only be granted through the term of the Advertising agreement. In addition, the use of GKB or any of its brand logos shall not be repurposed or published without prior express written consent from GKB. Approval of Advertiser's use of GKB or its talent's name, image, logo, likeness or voice may be revoked at any time, regardless of status of Advertising Agreement.

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PAYMENT TERMS AND CONDITIONS

1. GKB reserves the right to require advanced payment for the following advertising purchases: political, sports gambling and related industries, attorneys and law offices, restaurant, bar and nightclub, concert and events promoters, brokered radio programs, CBD (cannabidiol) or Hemp companies, transient and first-time advertisers (as determined solely by GKB management).
2. Applicant agrees to notify GKB in writing of any development which may adversely affect his/her financial condition, promptly after the occurrence thereof.
3. GKB reserves the right to establish premium rates for announcements adjacent to special or outstanding programs.
4. Any time of broadcast on an invoice shall be accurate within fifteen (15) minutes. Any invoice identifying commercial announcements and their date and time of broadcasts, when provided by GKB, shall constitute an affidavit of performance or proof-of-performance. All invoices shall be deemed to be correct unless proven otherwise.
5. Accounts due are payable on the 10th of the month following billing to: Good Karma Broadcasting LLC, PO Box 8609, Carol Stream, IL 60197-8609.
6. If the credit is granted by GKB to or for the benefit of the applicant, the applicant will pay when due all obligations of the undersigned to GKB.
7. It is understood that all invoices are due within thirty (30) days from the date of invoice or are considered delinquent if paid after thirty (30) days or otherwise negotiated and pre-approved by GKB. Should timely payments not be made as stated, Applicant agrees to pay all collection agency fees and expenses, and other costs of collection, including reasonable attorney fees and court costs which may be incurred by GKB in pursuing and collecting payment.
8. A service charge of one and one-half percent (1.5%) per month may be charged on any amount not collected within thirty (30) days of billing. This is an annual percentage rate of eighteen percent (18%).
9. Any dispute by Applicant with any services or commercial announcements provided by GKB or the amount charged for the same shall be reported to GKB in writing within thirty (30) days from the date of invoice relating to the same, time being of the essence (but any such dispute shall not affect Applicant's obligation to make payment within 30 days as set forth above). Failure to report any such dispute within such time shall constitute a waiver of any claim by Applicant to such dispute.
10. All rates quoted to the Advertiser for audio and event advertising assume a three percent (3%) discount for payment via check, or money order or ACH. GKB accepts MasterCard, Visa, American Express and Discover cards. ESPN Digital, ESPN Radio Network and ESPN Podcast Advertising cannot be paid via credit card. If you choose to remit payment

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for your audio and event advertising via the portal at www.goodkarmabrands.com/contact/, the three percent (3%) discount will no longer apply.

CANCELLATION OF SERVICES

1. Credit granted to Applicant may, at the option of GKB, be cancelled at any time upon notice to the Applicant.
2. Two (2) weeks' notice, in writing, is required for cancellation of contracts by either party for Radio and Digital advertising.
3. Thirty (30) days' notice, in writing, is required for cancellation of contracts by either party for Network and Podcast advertising. Sponsorships are firm and non-cancellable unless otherwise contracted.
4. Endorsement agreements are non-cancellable except as outlined in the Endorsement Agreement.
5. Campaigns that contain GKB (station) cash investment, local play-by-play inventory, or are category exclusive, are non-cancellable.
6. In the event the Advertiser cancels a contract before expiration date of agreement, the rate for the number of announcements or programs used will be charged.
7. GKB reserves the right to cancel an order upon default by Advertiser in the payment of bills or other material breach of the terms set forth herein at any time upon prior notice. In the event of a material breach by GKB in the terms of an advertiser order, Advertiser reserves the right to cancel the order upon prior notice. Advertiser agrees to pay GKB any and all outstanding invoices in full, prior to such material breach by GKB.

LEGAL RIGHTS AND RIGHT TO REFUSE CREDIT

1. GKB agrees to indemnify and hold harmless Advertiser or Agency and its affiliated entities and their officers, directors, employees, and assigns against all liability resulting from or relating to the broadcast of: program material except program material furnished by Advertiser, and musical compositions licensed for broadcasting by a music licensing organization of which GKB is a licensee. Advertiser or Agency agrees to indemnify and hold harmless GKB and its affiliated entities and their officers, directors, employees, licensees, and assigns against all liability resulting from or relating to the broadcasting of commercial material or program material furnished by advertiser except musical compositions licensed as stated above. The indemnified party will promptly notify the indemnifying party of any claim or litigation to which the indemnity set forth herein applies. GKB may assume the defense of any such claim or litigation against GKB, in which event the indemnifying party's obligation with respect thereto shall be limited to the payment of any judgment or settlement approved by the indemnifying party.

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2. NOTICE: The Federal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capability to enter a binding contract) because all or part of the Applicant's income derives from any public assistance, or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, 600 Pennsylvania Avenue, NW, Washington, DC 20580.

3. Applicant or Agency certifies that all statements and information included in their credit application (including all financial statements and attachments, including a W9) are true, correct and complete and are made for the purpose of obtaining credit and that all officers, owners, or employees are authorized to purchase advertising. GKB is hereby authorized to verify any and all statements through any source available to them. The provisions in this paragraph shall survive the termination or expiration of this contract.

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