

# 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 to the GKB policy of Joint and Several Liability. 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.
2. When the number of commercials in a selected time period exceeds GKB's Broadcast Standards, 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

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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 where 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 do not arrive at GKB within 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 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 to the proper persons and bureau, applicant's performance of this agreement.

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.

## DIGITAL ADVERTISING POLICIES

1. All inventory is subject to availability – GKB will work with advertiser to find suitable replacement inventory if desired placements are sold

2. Creative deadlines: all non-custom creative must be received by the GKB/ESPN Account Management team at least 2 business days prior to the launch date. Please allow 3 business days for high impact, non-custom sponsorships to be implemented. Advertiser or Agency's failure to provide these materials within twenty-four (24) hours of launch of campaign will void GKB/ESPN's requirement to pay for any over-delivery serving charges related to the campaign

3. Any custom GKB/ESPN developed execution requires 10 business days minimum

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4. GKB/ESPN digital advertising is subject to the Internet Advertising Bureau (IAB) Standard Terms and Conditions 3.0 as amended by the WDIG Addendum available online
5. GKB/ESPN invoices to 100% of impressions delivered as reported by GKB and/or ESPN's DFP ad server, as well as other 3rd party serving systems which GKB/ESPN deems necessary for the process of ad serving and reporting
6. GKB/ESPN.com requires a Privacy Policy to be disclosed on any client site associated with ESPN.com advertising. Clients should contact TrustArc [trustarc-info@trustarc.com](mailto:trustarc-info@trustarc.com) or <https://trustarc.com/contact/> with any questions about creating a privacy policy or general questions about privacy
7. No 3rd party Rich Media Vendors can be utilized unless listed in the respective line item of this campaign and approved by ESPN operations. All third party vendors must have proper certification, such as MRC accreditation, when available. ESPN prefers to partner with third parties which are properly certified by industry standards organizations. Third parties must also comply with all laws, industry laws and industry guidelines in order to be approved
8. In the event of late creative, ESPN is instituting new rules regarding the timing of creative delivery for campaigns. If creative is received 1-4 days after the agreed-upon launch date of that line item, ESPN requests extension of end dates by the number of days which creative was delayed. This policy will be strictly enforced for ESPN's highly demanded video products. If creative is late by 5 or more days after the agreed-upon start date on a line item, ESPN will institute a flat pricing model for any lines which are impacted by the late creative. ESPN will, therefore, charge the fully contracted revenue amount for that placement. ESPN will discuss, alternatively, moving revenue to other media as long as total revenue remains intact. However, any delays after 5 days which remain on the original line item will require that payment be changed to the flat rate
9. If GKB/ESPN reports show that plan did not deliver the impressions purchased, GKB/ESPN will make good those undelivered impressions within 30 days.

## 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. Religious broadcasts, except those presented by GKB as a public service, are accepted at regular commercial rates.
3. Applicant agrees to notify GKB in writing of any development which may adversely affect his/her financial condition, promptly after the occurrence thereof.
4. GKB reserves the right to establish premium rates for announcements adjacent to special or outstanding programs.

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5. Any time of broadcast on an invoice shall be accurate within 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.
6. 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.
7. 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.
8. Whether sums are due under contract or open account, 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.
9. A service charge of one and one-half percent per month may be charged on any amount not collected within 30 days of billing. This is an annual percentage rate of eighteen percent.
10. 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.
11. All rates quoted to the advertiser for audio and event advertising assume a three percent discount for payment via cash, check or money order. GKB accepts MasterCard, Visa, American Express and Discover cards. As per ESPN corporate policy, ESPN digital advertising cannot be paid via credit card. As a result, if you choose to remit payment for your GKB ESPN digital advertising via this portal, <https://goodkarmabrands.com/contact/> the three percent discount already applied to your invoice 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 weeks notice, in writing, is required for cancellation of contracts by either party.
3. Campaigns that contain GKB (station) cash investment, local play-by-play inventory, or are category exclusive, are non-cancellable.
4. In the event advertiser cancels a contract before expiration date of agreement, the rate for the number of announcements or programs used will be charged.

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5. GKB reserves the right to cancel an order upon default by advertiser in the payment of bills or other materials 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.

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 Washington, DC 20560.

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.

*Edited 1.4.23 ar*