

TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement is made and entered into this 11th day of January, 2024, by and between CenTex Broadcasting, LLC, a Texas limited liability company ("Licensee") and Gary L. Moss, a Texas resident ("Broker").

WHEREAS, Licensee is the licensee of broadcast station KMIL, Facility Identification Number 84381, Cameron, Texas (the "Station"), pursuant to licenses issued by the Federal Communications Commission (the "FCC");

WHEREAS, Broker desires to produce radio programs in conformity with this Agreement and the rules, regulations, and policies of the FCC, and to provide those programs to Licensee for broadcast on the Station; and

WHEREAS, Licensee desires to accept the programs produced by Broker on terms and conditions that conform to FCC rules, regulations, and policies and to this Agreement;

NOW THEREFORE, in consideration of the above recitals and mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

WITNESSETH:

1. **Facilities.** Licensee agrees to make the broadcasting transmission facilities available to Broker to broadcast on the Stations, or cause to be broadcast, for up to twenty-four (24) hours per day, seven (7) days per week; provided, however, that the Licensee reserves the right to retain two hours per broadcast week during the hours of 7:00 a.m. to noon Sunday for the broadcast of its own regularly-scheduled news, public affairs, and other programming. Licensee shall designate the specific time period(s) to be reserved pursuant to the preceding sentence on or before the Effective Date (as defined below). Licensee may thereafter change such designation only upon no less than thirty (30) days prior written notice to Broker.

2. **Payments.** Broker hereby agrees to pay Licensee for broadcast of the programs hereunder the amounts specified in Attachment A monthly. Payment for programs is due and payable as set forth in Attachment A. The failure of Licensee to demand or insist upon prompt payment in accordance herewith shall not constitute a waiver of its right to do so.

3. **Term.** The initial term of this Agreement (the "Term") shall begin on January 12, 2024, (the "Effective Date") and shall continue for a period of two (2) years thereafter, unless earlier terminated by the purchase of the Station by Broker.

4. **Programs.** Broker shall furnish or cause to be furnished the artistic personnel and material for the programs as provided by this Agreement and all programs shall be in good taste and in accordance with FCC requirements. All programs shall be prepared and presented in conformity with the regulations prescribed in Attachment B hereto. During the time periods when Broker is transmitting programming to the Station, the Broker agrees to monitor and control the Station's transmitter (using equipment supplied by Licensee), to ensure compliance

with FCC rules and the terms of the Station's authorization and, during such time periods, the Broker agrees to also conduct such tests of the Emergency Alert System as may be required to comply with FCC rules.

5. Licensee Operational Responsibility.

(a) Licensee Facilities/Operations Responsibility. Licensee shall be responsible for the maintenance of Licensee's studios and the maintenance and operation of the Station's transmission system, antenna towers, and the real property upon which the transmitter building and antenna towers are located. Licensee shall make its studio, transmitters, transmitter buildings, and towers reasonably available to Broker, at no additional charge, for placement of any equipment Broker reasonably deems necessary to allow it to broadcast Broker's programming on the Station.

(b) Licensee Regulatory Responsibility. Licensee shall be responsible for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules, regulations, and policies of the FCC, including all technical regulations governing the operation of the Stations; all programming content requirements[the ascertainment of and programming in response to community issues, concerns, and needs; political programming laws and regulations, sponsorship identification rules; lottery and contest regulations; maintenance of the Station's online public file; compiling quarterly lists of ascertained issues and responsive programming broadcast by the Station; and all other FCC requirements and duties, and compliance with all other applicable laws. Broker shall, upon request by Licensee, provide Licensee with such information concerning Broker's programs and advertising as is necessary to assist Licensee in the preparation of required lists and documentation or to enable Licensee to verify independently the Station's compliance with laws, rules, regulations, or policies applicable to the Station's operation. Licensee shall maintain all licenses, permits, and other authorizations as are necessary for the operation of the Station (including all FCC licenses, permits, and authorizations), in full force and effect for the term of this Time Brokerage Agreement, unimpaired by any acts or omissions of Licensee. Licensee represents that there is not now pending or, to the best of Licensee's knowledge, threatened any action by the FCC or any other party to revoke, cancel, suspend, refuse to renew, or modify adversely any of the licenses, permits, or authorizations held by Licensee with respect to the Station, and, to the best of Licensee's knowledge, no event has occurred that allows or, after notice or lapse of time or both, would allow the revocation or termination of such licenses, permits, or authorizations or the imposition of any restriction thereon of such a nature that may limit the operation of the Station.

(c) Licensee Employees. Licensee shall engage its own general manager for the Station, who shall be responsible for overseeing the operation and programming of the Station, and shall designate a chief operator for the Station, who shall be responsible for the Station's compliance with all applicable engineering requirements. Licensee shall be responsible for the salaries, taxes, insurance, and related costs for all personnel employed by Licensee. Licensee's employee(s) shall have managerial control over and direct the Licensee's day-to-day operations at the Stations. Licensee's employees shall report to and be accountable to Licensee. Subject to the provisions hereof and the rules and policies of the FCC, Licensee shall have sole discretion to

make and to effectuate all staffing and personnel decisions involving Licensee's employees. Broker shall have no control or right of review whatsoever over any decision by Licensee to hire or to dismiss any employee of Licensee.

6. Broker Operational Responsibility. Broker shall employ and be responsible for the salaries, taxes, insurance, and related costs for all personnel used in the production of programs supplied to the Station hereunder and all other costs incurred by Broker in the production of such programs. Broker shall be responsible for all expenses incurred in the origination and/or delivery of its programming from any remote location to the Station's transmitter site, shall maintain the transmitter building and its air conditioning, and shall pay in full for any publicity or promotional expenses incurred by Broker. Broker shall pay for all telephone calls associated with program production and listener responses, for all fees to ASCAP, BMI and SESAC and for any other copyright fees attributable to its programming broadcast on the Station.

7. Condition of Facilities. Licensee represents that the Station's facilities and equipment comply in all material respects with all applicable laws and regulations, including the requirements of the Communications Act and the rules, regulations, policies, and procedures of the FCC, or will be made to so comply promptly after Licensee receives written notice of any material deficiency from Broker. During the Term, Licensee shall maintain the operating power of the Station and shall use best efforts to repair, if necessary, and maintain the Station's tower and transmitter site and equipment in a manner consistent with that which is customary in the radio broadcast industry and will maintain insurance on its tower and equipment and use the proceeds of any claims for loss to repair, replace or restore any damaged property. Licensee shall provide evidence of insurance in amounts and with companies reasonably acceptable to Broker upon Broker's reasonable request.

8. Advertising and Programming. Broker shall be entitled to all revenue from the sale of advertising or program time on the Station, except for revenues from advertising or program time sold by Licensee for hours of operation reserved for programming by Licensee. Broker agrees that it will honor the contracts for sale of time on the Station and that it will honor the trade and barter agreements for amounts to be broadcast on the Station entered into by Licensee prior to the Effective Date of this Agreement. Broker will not assume, pursuant to this Agreement, any obligations of Licensee under any contract or advertising arrangement entered into by Licensee after the Effective Date of this Agreement.

9. Licensee Authority. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Station during the Term of this Agreement. Licensee shall retain control in its absolute discretion over the policies, programming and operations of the Station, including, without limitation, the right to decide whether to accept or reject any programming or advertisements, the right to pre-empt any programs in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, and the right to take any other actions necessary for compliance with the laws of the United States, the State of Texas, and the rules, regulations, and policies of the Federal Communications Commission, including the prohibition on unauthorized transfers of control.

10. Access to Broker Materials. Licensee, solely for the purpose of ensuring Broker's compliance with the law, FCC rules, and Station policies, shall be entitled to review on a confidential basis any programming material relating to Station broadcasts as it may reasonably request. Broker shall provide Licensee, at Licensee's request, with copies of all correspondence relating to the Station's broadcasts and all complaints received from the public. Broker shall, upon Licensee's reasonable request, advise and consult with Licensee about the programs that Broker intends to broadcast on the Station.

11. Station Broadcast Guidelines. Licensee has adopted and will enforce certain guidelines ("Guidelines"), a copy of which appears at Attachment B. Broker agrees and covenants to comply in all material respects with the Guidelines and with all rules and regulations of the FCC.

12. Rejection of Programming. In the event that Licensee rejects programming from Broker pursuant to the terms of this Agreement, then Broker shall be entitled to a rebate or credit equal to the pro rata portion of the consideration paid or payable pursuant to Section 2 that corresponds to the amount of time pre-empted. Licensee shall use its best efforts to give Broker reasonable prior notice of its objection to Broker's proposed programs, including the basis for such objection, and a reasonable opportunity to substitute acceptable programming. In accordance with the Guidelines and FCC rules, regulations, and policies, Licensee and Broker will co-operate in an effort to avoid conflicts regarding programming on the Station.

13. Adjustments. (a) Licensee may broadcast up to two (2) hours of Licensee Programming per week, pursuant to Paragraph 1 hereof, without any adjustment to the fee provided in Exhibit A. If at any time during the term of this Agreement the Station shall fail for any reason, other than as expressly provided below, to carry Brokered Programming for an amount of time for which Broker shall have offered such Brokered Programming for transmission by the Station, the fee payable to Licensee by Broker pursuant to Exhibit A shall be reduced by the then-current value (established by reference to Broker's standard rates for the same) of the advertising time that was scheduled to have been broadcast by the Station during any such Brokered Programming that was offered by Broker for transmission by the Station but that was not transmitted; provided, however, that any reduction in the fee payable to Permittee by Broker shall be without prejudice to Broker's rights under Paragraph 18 hereof.

(b) Notwithstanding the provisions of Paragraph 13(a) hereof, the fee payable to Licensee by Broker shall not be reduced if Permittee shall determine, in its sole discretion, that Licensee Programming in an amount exceeding two (2) hours per week, shall be necessary to be broadcast by the Station in order to fulfill FCC requirements or Licensee's obligations as an FCC Licensee; provided, however, that any exercise by Licensee of its rights pursuant to this Paragraph 13(b) shall be without prejudice to Broker's rights under Paragraph 18 hereof.

14. Additional Licensee Obligations. Broker shall co-ordinate with Licensee the Station's hourly station identification announcements so that such announcements are aired in accordance with FCC rules.

15. Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other party for a failure to perform any obligation under this Agreement (nor shall any charges or payments be made in respect thereof), if such party shall be prevented from such performance by reason of fires, strikes, labor unrest, embargoes, civil commotion, rationing, or other orders or requirements, acts of civil or military authorities, acts of God, or other contingencies beyond the reasonable control of the parties; and all provisions herein requiring performance within a specified period shall be deemed to have been modified in order to toll or to extend the period in which such performance shall be required, in order to accommodate the period of the pendency of such contingency which shall prevent such performance.

16. Payola. Broker agrees that Broker will not accept any compensation of any kind or gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, materials, supplies or other merchandise, services or labor, whether or not pursuant to written contracts or agreement between Broker and merchants or advertisers, unless the payer is identified in the program as having paid for or furnished such consideration in accordance with FCC requirements.

17. Regulatory Change. In the event of a material change or clarification in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is in effect, the parties will use their respective best efforts and negotiate in good faith to modify this Agreement to comply with the change or clarification in FCC rules, policies, or precedent so as to continue this Agreement in substantially the same form without material economic detriment to either party.

18. Termination. In addition to other remedies, whether pursuant to this Agreement or otherwise, this Agreement may be terminated as set forth below by either Licensee or Broker by written notice to the other party if the party seeking to terminate is not then in material default or breach hereof. Termination shall be permitted upon the occurrence of any of the following:

(a) this Agreement is declared invalid or illegal in whole or substantial part by a ruling, order, or decree of an administrative agency or court of competent jurisdiction and such ruling, order, or decree has become final and no longer subject to further administrative or judicial review and the parties cannot, after using their respective best efforts and negotiating in good faith for a period of sixty (60) days, modify this Agreement to make the invalid or illegal portions comply with such ruling, order, or decree;

(b) if Section 17 becomes applicable and the parties are unable to agree on a mutually acceptable modification of this Agreement within sixty (60) days thereafter;

(c) upon thirty (30) days' notice of either party;

(d) the mutual consent of both parties; or

(e) upon closing of any sale of the Station from Licensee to Broker.

19. Damages.

(a) In the event that termination of this Agreement shall have been due to breach, default, or non-performance of a party, the other party not in breach shall be entitled to seek any and all damages available at law or in equity.

(b) If, however, this Agreement is terminated pursuant to Paragraph 18(a), (b), (d), or (e), then the termination shall be without liability to either party, and neither party shall have any further obligation hereunder, provided, however, that there shall be a final accounting, as of the date of termination, of all funds due and payable pursuant to this Agreement.

20. Broker's Right to Cure. In addition to any other rights or remedies available to Broker, whether pursuant to this Agreement or otherwise, in the event Licensee fails properly to maintain the Stations' transmission facilities or otherwise fails to perform its obligations hereunder, Broker shall be entitled, but not required, following reasonable notice to Licensee, to perform such maintenance and repairs and take such other actions as are necessary for Broker's use of the Stations' facilities as contemplated herein, and to deduct the costs associated therewith from the consideration payable under Section 2.

21. Broker's Indemnification; Warranty. Broker will indemnify and hold and save Licensee harmless against all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the programming furnished by Broker. Further, Broker warrants that the broadcasting of the programs will not violate any rights of others, and Broker indemnifies Licensee, the Stations, and their respective agents, and employees harmless from any and all claims, damages, liability, FCC forfeitures, costs and expenses, including counsel fees (at trial and on appeal), arising from the production and/or broadcasting of the programs. Licensee reserves the right to refuse to broadcast any and all programs containing matter which is, or in the reasonable opinion of Licensee may be, or which a third party claims to be, violative of any right of theirs or which may constitute a personal attack as the term is and has been defined by the Federal Communications Commission. Broker's obligation to hold Licensee harmless against the liabilities specified above shall survive any termination of this Agreement.

22. Licensee's Indemnification. Licensee shall indemnify, defend, and hold harmless Broker from and against any and all claims, losses, costs, liabilities, damages, FCC forfeitures, and expenses, including counsel fees, of every kind, nature, and description arising out of (i) Licensee's broadcasts under this Agreement; (ii) any misrepresentation or breach of warranty of Licensee contained in this Agreement; and (iii) any breach of any covenant, agreement, or obligation of Licensee contained in this Agreement.

23. Procedure for Indemnification. The party seeking indemnification under this Section ("Indemnitee") shall give the party from whom it seeks indemnification ("Indemnitor") prompt notice, as provided herein, of the assertion of such claim, provided, however, that the failure to

give notice of a claim within a reasonable time shall only relieve the Indemnitor of liability to the extent it is materially prejudiced thereby.

Promptly after receipt of written notice, as provided herein, of a claim by a person or entity not a party to this Agreement, the Indemnitor shall assume the defense of such claim; provided, however, that (a) if the Indemnitor fails, within a reasonable time after receipt of notice of such claim, to assume the defense thereof, the Indemnitee shall have the right to undertake the defense, compromise, and settlement of such claim on behalf of and for the account and risk of Indemnitor, subject to the right of the Indemnitor (upon notifying the Indemnitee of its election to do so) to assume the defense of such claim at any time prior to the settlement, compromise, judgment, or other final determination thereof; (b) if in the reasonable judgment of the Indemnitee, based upon the advice of its counsel, a direct or indirect conflict of interest exists between the Indemnitee and Indemnitor, the Indemnitee shall (upon notifying the Indemnitor of its election to do so) have the right to undertake the defense, compromise, and settlement of such claim on behalf of and for the account and risk of Indemnitor (it being understood and agreed that the Indemnitor shall not be entitled to assume the defense of such claim; (c) if the Indemnitee in its sole discretion elects, it shall (upon notifying the Indemnitor of its election to do so) be entitled to employ separate counsel and to participate in the defense of such claim, but the fee and expenses of counsel so employed shall (except as contemplated by clauses (a) and (b) above) be borne solely by Indemnitee; (d) the Indemnitor shall not settle or compromise any claim or consent to the entry of any judgment that does not include as an unconditional term thereof the grant by the claimant or plaintiff to each Indemnitee of a release from any and all liability in respect thereof; and (e) the Indemnitor shall not settle or compromise any claim in any manner, or consent to the entry of any judgment, that could reasonably be expected to have a material adverse effect on the Indemnitee.

24. Dispute Over Indemnification. If upon presentation of a claim for indemnity hereunder, the Indemnitor does not agree that all, or part, of such claim is subject to the indemnification obligations imposed upon it pursuant to this Agreement, it shall promptly so notify the Indemnitee. Thereupon, the parties shall attempt to resolve their dispute, including where appropriate reaching an agreement as to that portion of the claim, if any, which both concede is subject to indemnification. To the extent that the parties are unable to reach some compromise, the dispute or claim shall be settled by arbitration in Lafayette, Louisiana, in accordance with the Commercial Rules of the American Arbitration Association then obtaining, costs to be shared equally by both parties. The arbitration board shall consist of a three-member board -- one member named by each party and the third member named by the two so named. The decision of a majority of the arbitrators shall be binding on both of the parties to this contract.

25. Time of the Essence. The parties agree that time is of the essence with respect to the performance of each and every obligation as set forth herein.

26. Representations. Both Licensee and Broker represent that, as of the date hereof, they are legally qualified, empowered, and able to enter into this Agreement.

27. Modification and Waiver. No modification or waiver of any provision of this Agreement shall in any event be effected unless the same shall be in writing, and then such waiver and consent shall be effective only in the specific instance and for the purpose for which given.

28. No Waiver; Remedies Cumulative. No failure or delay on the part of Licensee or Broker in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance or steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Broker herein provided are cumulative and are not exclusive of any right or remedies which it may otherwise have.

29. Construction. This Agreement shall be construed in accordance with the laws of the State of Texas, and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulations now or hereafter in force and to the regulations of the Federal Communications Commission and all other governmental bodies or authorities presently or hereafter to be constituted.

30. Headings. The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

31. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party may assign their rights under this Time Brokerage Agreement without the prior written consent of the other party.

32. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart.

33. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, shall be delivered by hand or shall be sent by certified U.S. mail (return receipt requested), or nationally recognized overnight courier service, and shall be deemed to have been received on the day of such hand delivery, on the day after delivery to an overnight courier service if sent by overnight courier for next morning delivery, or on the date shown on the return receipt if sent by certified mail and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Licensee:

Mr. Gary L. Moss
P.O. Box 23939
Waco, Texas 76702

If to Broker:

Mr. Joseph Smitherman
P.O. Box 832
Cameron, Texas 76520

34. Entire Agreement. This Agreement embodies the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like written instrument.

35. Severability. The event that any of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein, unless the deletions of the subject provisions renders the business purpose of this Agreement as void.

36. Nondiscrimination. In accordance with Paragraphs 49 and 50 of FCC decision in *Promoting Diversification of Ownership in the Broadcasting Services*, 23 FCC Rcd 5922 (2008), Programmer shall not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity. Failure by Programmer to comply with any of the requirements of this Section shall constitute a material breach by Programmer, for which Licensee may immediately terminate this Agreement.

37. Licensee Control Verification. Pursuant to Section 73.3555, Note 2(j)(3) of the Rules of the Federal Communications Commission, Licensee hereby verifies that it will maintain ultimate control over the Stations' facilities, including, specifically, control over station finances, personnel and programming during the term of this Agreement; and

38. Broker Verification. Broker hereby verifies that the arrangement contemplated by this Agreement complies with the provisions of Sections 73.3555(a)(c), and (d) of the Commission's Rules.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Licensee:

CenTex Broadcasting, LLC

Date: 1/11/2024

By: Joe Smitherman

Title: President / Owner

Broker:

Gary L. Moss

Date: 1/11/2024

GARY Moss

ATTACHMENT A

TIME BROKERAGE AGREEMENT

PAYMENTS

In connection with this Time Brokerage Agreement, Broker shall pay to Licensee the following amounts:

Beginning on March 1, 2024, Broker agrees pay to Licensee the sum of One Thousand Dollars (\$1,000.00) per month, with such payments due on the first day of each month.

ATTACHMENT B

TIME BROKERAGE AGREEMENT PROGRAM STANDARDS

Broker agrees to cooperate with Licensee in the broadcasting of programs of the highest possible standard of excellence and for this purpose to observe the following regulations in the preparation, writing and broadcasting of its programs.

A. **Respectful of Faiths.** The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times.

B. **Controversial Issues.** Any discussion of controversial issues of public importance shall comply with current FCC rules and policies.

C. **No Plugola or Payola.** The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.

D. **No Lotteries.** Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

E. **Elections Procedures.** At least thirty (30) days before the start of any primary or regular election campaign, Broker will clear with Licensee the rate Broker will charge for the time to be sold to candidates for public office and to make certain that the rates charged conform to the applicable law and Station policy.

F. **Spot Commercial Limitations.** With respect to any given segment of air time hereunder, the amount of commercial matter shall not exceed twenty (20) minutes during any sixty (60) minute segment. Broker will make available to Licensee a list of all commercial announcements carried during its programming.

G. **Required Announcements.** Broker shall broadcast (i) an announcement in a form satisfactory to Licensee at the beginning of each hour to identify Station (ii) two announcements randomly during the broadcast day, to indicate that program time has been purchased by Broker and Station is owned and operated by Licensee, and (iii) any other announcement that may be required by law, regulation, or Station policy.

H. **Credit Terms Advertising.** Any advertising of credit terms shall be made in accordance with the rules of the Federal Trade Commission and state and local law.

I. **Sponsorship Identification.** Broker shall not receive any consideration in money, goods, services, or otherwise, directly or indirectly (including to relatives) from any person or

company for the presentation of any programming over the Station without sponsorship identification.

J. No Illegal Announcements. No announcement or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over Licensee's Station. Any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Licensee, which reserves the right in its sole discretion to reject any game, contest or promotion.

K. Licensee Discretion Paramount. In accordance with Licensee's responsibility under the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Communications Commission, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with Station policy or which in Licensee's or its general manager/chief engineer's sole judgment would not serve the public interest.

L. Programming Prohibitions. Broker shall not broadcast any of the following programs or announcements:

1. False Claims. False or unwarranted claims for any product or service.
2. Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.
3. Commercial Disparagement. Any unfair disparagement of competitors or competitive goods.
4. Obscenity or Indecency. Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.
5. Conflict Advertising. Any advertising matter or announcement which may, in the opinion of Licensee, be injurious or prejudicial to the interests of the public, the Station, or honest advertising and reputable business in general.

Licensee may waive any of the foregoing regulations in specific instances if, in its opinion, good broadcasting in the public interest is served.

In any case where questions of policy or interpretation arise, Broker should submit the same to Licensee for decision before making any commitments in connection therewith.