

TIME BROKERAGE ORDER FORM

This Time Brokerage Order Form (“**Order Form**”) is made and entered into by and between [**RADIO ONE ENTITY d/b/a RADIO ONE (Charlotte)**] (“**Company**”), and the entity specified below (“**Programmer**”) as of the date that this Order Form is signed by both parties (“**Effective Date**”) for the purpose of supplementing the Time Brokerage Standard Terms and Conditions set forth on Exhibit A attached hereto and incorporated by this reference (“**STAC**”, and together with this Order Form, the “**Agreement**”). For purposes of this Order Form, any references in the “**STAC**” or an “**Exhibit**” shall be construed to refer to this Order Form. Any capitalized terms used herein that are not otherwise defined will have the meaning ascribed to them in the Time Brokerage Standard Terms and Conditions. When there is any inconsistency between this Order Form and the STAC, the terms of this Order Form govern to the extent necessary to resolve the conflict.

Term	Details
1. Participating Station	[WBT 1110AM /99.3FM]- in [CHARLOTTE], [NC]
2. Programmer	Company: <u>Amazon Automation</u> (Everything E-Commerce) Address: <u>[REDACTED]</u>
3. Program Details	Program Name: <u>Everything E-Commerce</u> Host(s) Legal Name(s): <u>Joseph Blake Wasser</u> Program Frequency: 1 show/per wk <u>One-Time Sat Weekly</u> – 4-5 shows <u>Monthly</u> for <u>Through 12/24/22</u> months Program Start Date: <u>3/2/22-12/25/22</u> Program will run on Saturday from <u>11a to 12n</u>
4. Programming Fee	Programmer shall pay <u>[REDACTED]</u> no later than <u>2 days</u> days prior to the Program’s broadcast or if paying monthly the last Thursday of the prior month In the event of pre-emption – <u>[REDACTED]</u>
5. Program Commercials	<u>N/A</u> Includes weather <u>N/A</u> Includes traffic <u>N/A</u> Includes network news <u>N/A</u> Includes commercial matters or 3 rd party endorsements (subject to Station approval):
6. Special Program Items	Only as indicated below, and with prior Station approval, Programmer may broadcast the following during their airtime: <u>N/A</u> Political <u>N/A</u> Sweepstakes
7. Advertising	Station will provide a minimum of <u> </u> on-air promotional announcements per week to promote Program <u>X</u> Station will not provide advertising
8. Health and Safety Protocols	At the time this Agreement is executed, Company is not allowing any third party services to be performed on Company’s premises.

Term	Details
	<p>Company and Programmer agree that it is imperative that services performed on Company's premises and all services related thereto be performed in a safe and conscientious manner, consistent with industry best practices, and all laws, rules, and regulations. If all or part of Programmer's services provided under this Agreement will be conducted at Company's premises, Programmer agrees to follow all applicable health and safety protocols ("Health and Safety Protocols") governing use of the premises. Programmer is required to execute Company's Health and Safety Requirement document set forth in Exhibit B and shall further require its agents, employees and subcontractors providing services at the Company's premises to either execute Company's Questionnaire and Risk Assessment each day Programmer is at the premises, or if the logistics make this impractical, Programmer will undertake securing its own Covid-19 questionnaire and risk assessment from its employees, agents and subcontractors appearing at the premises.</p>
9. Programmer's agents, employees, and Subcontractors	<p>Programmer agrees that should Programmer engage agents, employees, and/or subcontractors to assist Programmer in performance of their duties, obligations and services under this Agreement, such agents, employees, and/or subcontractors are in service solely to Programmer. As such, Programmer is required to ensure that each such person complies with Health and Safety Protocols provided by Company or governing the use of Company Premises.</p>
10. Termination	<p>In addition to the termination rights set forth in Exhibit A, if Company determines that the activities conducted under the Time Brokerage Agreement may constitute a public health risk (due to risk of infection of the Virus or otherwise), then Company shall have the right, but not the obligation, to suspend this Agreement until such time as the Company determines that the activities can be safely resumed. Company may elect to treat such suspension as a Force Majeure Event if such suspension is not a result of Programmer's breach of this Agreement.</p>
11. Exhibit A	Time Brokerage Standard Terms and Conditions
12. Exhibit B	Health and Safety Requirements
13. Addendum No 1	License terms governing use of Station's brands, marks, logos and indicia
14. Addendum No. 2 Broadcast clock 30-minute Program	See attached Schedule
15. Addendum No. 3 Broadcast clock 60-minute Program	See attached Schedule
16. Additional /Special Terms	

(Signature Lines Follow)

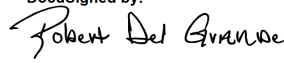
PROGRAMMER:

STATION:

Amazon Automation – Everything E-Commerce

WBT A/F

By: _____

DocuSigned by:

5A8CD433BF2B437...

By: _____

Name: _____

Robert Del Grande

Name: _____

Title: _____

founder

Title: _____

Date: _____

3/24/2022

Date: _____

Exhibit A**TIME BROKERAGE AGREEMENT
STANDARD TERMS AND CONDITIONS**

Time Broker/Company identified on the accompanying Order Form ("Programmer"), in entering into an Agreement with a Station or Stations owned and/or operated by Urban One, Inc. d/b/a Radio One ("Company" or "Licensee"), agrees to be bound by the Terms and Conditions as set forth below unless otherwise agreed to in writing:

1. **TERM.** The Term of the Agreement shall begin as of the listed Effective Date and shall continue through and including all the matters related to Event.
2. **TERMINATION.** The Agreement may be terminated by either party for any reason upon sixty (60) days' prior written notice; provided, however, that the Agreement may be terminated by Licensee at any time and without notice pursuant to any article in the Agreement, or if, in Licensee's opinion the Agreement or any portion thereof is, or may be, in violation of state or federal law or the rules, regulations, policies and/or decisions of the FCC, or its Programmer's programming is deemed by Licensee to likely place the Station's license in jeopardy at the FCC.
3. **PROGRAMMING.** Subject to the terms of the Agreement, Licensee agrees to make program time available to Programmer on the Station as set forth in the Agreement, for the broadcast of Programmer's programming. The Program will run during the specified timeframe on the day(s) indicated in the Agreement. Programmer shall not sublet or resell broadcast time, in whole or in part, to another individual, organization, company who then operates the time as its own. Licensee reserves the right to change the Program broadcast time upon providing Programmer written notice thereof. Further, Licensee has the absolute discretion to refuse to broadcast all or any part of any Program content and/or commercial matter as Licensee determines in its sole discretion. No individual other than the Host will be on-air during the Program without the prior approval of Licensee, which must be submitted to Licensee by Programmer at least two (2) business days prior to the intended broadcast. Each episode of the Program shall contain an announcement in form satisfactory to Licensee at the beginning, middle and the conclusion of the Program to clearly indicate that Programmer has purchased the airtime, and a Station ID, as determined by Licensee, must be mentioned or played at the top of each Program and hour. No host or other program participant shall appear on the any programming while running for any public office without the prior written approval of Licensee.
4. **PROGRAMMING FEE.** Programmer agrees to pay Licensee the amount indicated in the Agreement in the frequency listed in exchange for Licensee's broadcast of the Program. This Fee must be paid **DATE PRIOR TO BROADCAST.**
5. **PRODUCTION.** Programmer and its employees and agents agree to adhere to and comply with all of Station's studio and production guidelines. Programmer shall be responsible for providing all programming contracted for pursuant to the Agreement, and is liable financially for the time period contracted, even if Programmer does not provide a show for any given week. No music for the Program will be provided or supplied by Licensee or Station. If Programmer fails to provide a show, Programmer shall not be relieved of its payment obligations, and further, Licensee may broadcast any other program in the time slot as it may determine in its sole discretion. Programmer shall ensure that the Program meets the technical and quality standards of the other programming broadcast on the Station. If Licensee determines in its sole discretion that the Program does not meet these standards, then Licensee shall advise Programmer in writing of the technical deficiencies and, Licensee may reject the Program until such time as the technical deficiency is corrected. Any remote broadcasts of the Program on the Station must be approved in advance by Station management.

As applicable, Licensee agrees to produce the Program according to the dates and times listed in the Term. Upon Programmer's request, Licensee will provide Programmer with a MP3 of the Program.
6. **PROGRAM CONTENT.** The Program content shall at all times remain civil, and profanity, or any material which might be considered obscene, is prohibited. The Program shall not contain any content that is libelous, slanderous or disparaging toward any individual or company. Programmer will screen all Program callers prior to broadcasting them on air, and all material prior to the on-air broadcast thereof. Other radio programs or broadcasters shall not be directly or indirectly discussed during the Program.

7. **STUDIO USE.** As applicable, Programmer may use the Station Studio ("Studio") in connection with the broadcast of the Program. Licensee agrees to supply microphones and headphones (collectively, "Equipment") upon Programmer request. Programmer agrees to comply with all of Licensee's rules for using the Studio and acknowledges that any damage to Studio or Equipment shall be the sole responsibility of Programmer. **Programmer shall not be permitted to use the Studio for any purpose other than those in furtherance of the Agreement, and shall not be used for any other commercial purpose.**

8. **STUDIO CONDUCT.** Programmer will not enter Studio while another programmer is broadcasting, and will promptly vacate the studio upon the conclusion of the Program's broadcast, removing any personal items and trash upon the conclusion thereof. Programmer will follow directions and cues from Station board operators. Licensee reserves the right to limit in-Studio persons to Host and any guest(s) appearing "on air".

No smoking, eating, or drinking is permitted in any Station-owned Studio. The use and consumption of alcohol and other drugs on Station premises is prohibited. Licensee reserves the right to restrict or deny entry to any individual who, in Licensee's sole judgment, is deemed to be under, or suspected to be under, the influence of alcohol or drugs of any kind.

Programmer agrees to comply with the above policies, and acknowledges that failure to comply may result in the termination of the Agreement, as determined by Licensee in its sole discretion.

9. **PROGRAM SOLICITATION.** Programmer will not solicit donations or monetary support for the benefit of the Program or Programmer during the Term.

10. **PROGRAM ADVERTISING.** As applicable, Licensee will provide Programmer with promotional air-time on Station to promote the Program. Subject to time availability, Licensee will make commercially reasonable efforts to provide Programmer with a minimum number of promotional announcements per week, as indicated in the Agreement, to run 12 Midnight – 12 Midnight in support of the Program during the Term of the Agreement. Promotional announcements will be at least five seconds (:05) in length and will be broadcast at the discretion of Licensee.

11. **IN-PROGRAM COMMERCIALS.** No commercial matter or endorsements for third parties shall be broadcast during the Program without the express written permission of Licensee. Further, no

advertising of any nature that is regulated by a governmental authority will be carried over the Station without strict adherence to the applicable regulation. Licensee shall, however, have the right to broadcast network news, weather, traffic reports and/or other commercial matter as set forth in the Agreement. As applicable, Programmer will provide for Station's approval and attachment to the Station logs a list of all commercial announcements for each Program.

12. **POLITICAL BROADCASTING.** Programmer agrees not to air any program time for any agents or person(s) supporting or featuring a candidate, including any host, for political office without the prior written approval of Licensee. No person shall appear on the any programming while running for office without the prior written approval of Licensee.

13. **SWEEPSTAKES AND PROMOTIONS.** No lottery will be presented over the Station. Any sweepstakes, game, contest or promotion to be presented over the Station will be fully stated and explained in advance to Station management and is subject to Licensee's prior approval. Licensee reserves the right in its sole discretion to reject any sweepstakes, game, contest or promotion that in its sole judgment it believes could be construed to be a lottery under applicable federal or state laws or does not comply with the rules and policies of the Federal Trade Commission or FCC controlling contests and promotions.

14. **PAYOLA AND PLUGOLA.** It is understood and agreed that Programmer will not receive any consideration in money, goods, services, or otherwise directly or indirectly from any person (including from relatives or personal acquaintances) or company for the playing of records or the presentation of any programming or commercial announcements over the Station without such broadcast being announced and logged as sponsored ("Payola"). Programmer understands that violation of this provision constitutes a federal crime. It is further understood and agreed that no commercial message ("Plugola") or undue reference will be made in programming presented over the Station to any business venture, profit making activity or other interest (other than non-commercial announcements for bona fide charities, church activities, or other public service activities) in which Programmer or anyone else are directly or indirectly interested unless prior approval is issued by Station management and unless said broadcast is announced and logged as sponsored. **Every six (6) months, Programmer agrees to execute appropriate affidavits prepared by Licensee to effectuate the purpose of this Paragraph 10 relating to "Payola" and "Plugola." Programmer will also deliver to Licensee every six (6) months affidavits signed by**

all of its on-air personnel (if different from Programmer) concerning “Payola” and “Plugola.”

In addition to any other provisions for the termination of the Agreement, Programmer’s failure to supply the aforementioned affidavits will entitle Licensee to terminate the Agreement immediately and without notice.

15. PREEMPTION. Licensee reserves the right to preempt the Program for spots or other programming as determined in Licensee’s sole discretion. In the event of preemption, Programmer’s sole remedy is to reschedule the broadcast of the applicable Program, where the date and time will be determined by Licensee.

16. LICENSEE’S REGULATORY OBLIGATIONS.

Licensee will have full authority, power and control over the management and operation of the Station during the Term of the Agreement. Nothing herein shall be construed as limiting in any way Licensee’s rights and obligations as an FCC licensee to make the ultimate programming decisions for the Station and to exercise ultimate control and responsibility with respect to personnel, finances and operations of the Station. Licensee will remain responsible for Station’s compliance with all applicable provisions of the Communications Act of 1934, as amended (the “Act”), and the rules and regulations of the FCC. Licensee will be responsible for insuring that the Station’s overall programming is responsive to community needs and in the public interest. Licensee has the authority, in its sole discretion, to:

- a. Interrupt Programmer’s programming in case of emergency or to facilitate Licensee’s compliance with applicable law;
- b. Reject and refuse to transmit any programming produced or proposed by Programmer that Licensee, in its good faith, deems to be unsatisfactory, unsuitable, or contrary to the public interest, as determined by Licensee in its reasonable discretion;
- c. Originate or rebroadcast from any source any programming which Licensee, in its reasonable good faith discretion deems to be of greater importance than the programming supplied by Programmer or which Licensee believes will better serve the needs and interests of the Station’s service area.

17. OWNERSHIP OF RIGHTS. All rights not specifically granted to either party hereunder in and to the other’s programming and signal and the content thereof are reserved to each for their sole and exclusive use, disposition and exploitation. The Agreement does

not confer to Programmer any rights whatsoever to use Company’s trademarks, logos, or call signs in any written materials of any kind in any medium without the prior express written consent by Station management.

18. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PROGRAMMER.

Programmer hereby makes the following representations, warranties and covenants to Licensee:

- a. The execution delivery and performance of the Agreement has been duly authorized by all necessary corporate action on the part of Programmer (if applicable), and the Agreement constitutes the legal valid and binding obligation of Programmer enforceable in accordance with its terms.
- b. The execution, delivery and performance of the Agreement does not and will not violate any order, rule, judgment or decree to which Programmer is subject and does not and will not constitute a breach or default under its charter, by laws or any contract, agreement, or other commitment to which Programmer is a party or may be bound.
- c. The Program supplied by Programmer for broadcast on the Station will comply with all applicable laws, including without limitation, the Act and all applicable FCC Rules, including but not limited to the FCC’s sponsorship identification rules.
- d. Programmer possesses and will maintain all rights necessary to broadcast the programming supplied hereunder, including such rights as may be necessary to permit Licensee to rebroadcast the programming supplied hereunder.

19. INDEMNIFICATION.

Programmer agrees to indemnify and hold Station and Licensee’s parent and affiliated companies and their respective officers, directors, employees, agents and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys’ fees) arising out of any breach or non-performance by Programmer of the Agreement or the broadcast or Licensee’s use of any programs, commercials or other materials provided by Programmer. The indemnification provisions contained in this Paragraph shall survive any expiration or sooner termination of the Agreement.

20. FORCE MAJEURE. Any delay in or failure by either party in the performance of any obligation hereunder will be excused to the extent caused by

occurrences beyond such party's reasonable control, including, but not limited to, an act of God, pandemic, wide-spread disease or illness, governmental restrictions, riots, strikes or other labor disturbances, war, whether declared or not, sabotage, national or international emergencies, and any other cause, whether or not similar, to those herein specified which cannot reasonably be controlled by such party; provided that, the party experiencing such force majeure event shall notify the other party promptly regarding such force majeure event and shall take reasonable steps to ameliorate or cure the cause of such delay.

21. ASSIGNMENT. Programmer may not assign the Agreement without the prior written permission of Licensee. Licensee may assign the Agreement to any entity that, directly or indirectly controls, is controlled by, or is under common control of the parent company of Licensee's parent company, or any entity that acquires the Station.

22. NOTICES. All notices and other communications required or permitted to be given by the Agreement shall be in writing and shall be deemed received if and when either hand-delivered and a signed receipt is given thereof, or delivered by registered or certified U.S. mail, return receipt requested, postage prepaid and addressed as follows, or at such other address as any party hereto shall notify the other of in writing. Notices shall be sent to the addresses provided in the Agreement, with a required copy sent to the following address:

Urban One, Inc.
1010 Wayne Avenue, 14th Floor
Silver Spring, MD 20910
Attn: General Counsel

23. GOVERNING LAW. The Agreement shall be construed in accordance with the laws of the State or District in which the Station or Licensee resides.

24. COUNTERPART SIGNATURES. The Agreement may be signed in one or more counterparts.

Addendum No. 2

BROADCAST CLOCK – 30 MINUTE PROGRAM

Program Name: N/A

Host(s): N/A

Days and Times: N/A

:00 _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## Show conclusion & sign off, duration ____ minutes ____ seconds

:29:30 – Station ID

Addendum No. 3
BROADCAST CLOCK – 60 MINUTE PROGRAM

Program Name: Everything E-Commerce

Host(s): Joseph Blake Wasser

Days and Times: Saturday 11-12n

:00 _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## _____, duration ____ minutes ____ seconds

:## Show conclusion & sign off, duration ____ minutes ____ seconds

:59:30 – Station ID