

**CONTRACT**

**WAY BROADCASTING, INC.**

4840 Lincoln Road

Blaine, WA 98230

Phone: (360) 371-5500

Canada: (866) 902-1885

Date: 1/27/2023  
 Programmer: Vancouver Chinese Radio, Inc.  
 Advertiser: \_\_\_\_\_  
 Agency: \_\_\_\_\_  
 Address: 240-11590 Cambie Road  
Vancouver, BC, Canada V6X 3Z5  
 Phone: \_\_\_\_\_ Buyer: Gang Pu  
 Program: Chinese Radio Vancouver  
 Estimate: \_\_\_\_\_ Language: Mandarin  
 Start Date: 2/4/2023 End Date: 1/28/2024 Total Spots: \_\_\_\_\_ Total Gross: \_\_\_\_\_

Station: KARI 550 AM

Revenue Type:  Block Program  
 Spot Business

Billing Cycle:  Broadcast Standard  
 Calendar Month

Start Date	End Date	Time Period	Spot Len	M	T	W	Th	F	Sa	Su	Per WK	Per hour	Total Per WK
2/4/2023	1/27/2024	4:00p-6:00p							X		2		
2/4/2023	1/27/2024	6:00p-8:00p							X		2		
2/5/2023	1/28/2024	7:00p-8:00p								X	1		
2/4/2023	1/28/2024	8:00p-9:00p							X	X	2		
2/4/2023	1/28/2024	9:00p-10:00p							X	X	2		

Additional instructions:  
 Actual program length - 56 minutes. Station retains 4 minutes for its own use.  
 Contract may be cancelled with sixty (60) days written notice by programmer.  
 Payment is due monthly in advance by the 25th of month prior to broadcast.  
 A 4-week refundable security deposit is on file.

1. Station Representative \_\_\_\_\_  
 2. Accepted for Station [Signature]  
 3. Accepted for Buyer [Signature]  
 Gang Pu

## Additional Terms and Conditions

1. Payment is due in advance of broadcast unless otherwise specified, but in no event, less than 48 hours prior to broadcast time. Payment must be made during normal business hours, 9am-5pm Monday through Friday.
2. The Station reserves the right, in its sole discretion, to cancel this contract at any time upon default by the Programmer for non-payment of broadcast time, or for other material breach of contract. If any of the terms and conditions of this contract is breached by the Programmer, any failure or refusal by the Station to enforce its right shall in no way constitute a waiver of the Station's rights, or a condonation, and such rights may be enforced at any time during the term of the contract.
3. In the event of termination by the Station for any of the reasons stated in paragraph (2), the Station shall be entitled to retain the security deposit as liquidated damages, plus recover any other additional damages suffered by the Station as result of Programmer's breach of the contract.
4. In the event the Programmer breaches the contract or fails or refuses to perform in accordance with the terms and conditions of the contract, the Station shall have, at its discretion, the right to enforce the contract for the entire duration as agreed upon and will hold the Programmer legally responsible for damages and costs incurred by virtue of the breach and loss of profit.
5. All additions to, modifications, cancellations, or any other changes whatsoever of the contract shall be effective only if submitted to the Station in writing, signed by the Programmer or his duly appointed agent at the Station's regular post office address and accepted and countersigned by the Station through its duly authorized representative, and no oral communication by Programmer or his agent shall be effective to change any terms and conditions of the contract.
6. The Station shall have the right of substitution or preemption of any program, at any time for the purpose of broadcasting another program which it deems to be of public importance or in the public interest. No notice shall be required for such preemption except that which is reasonable under the circumstances, if and when such a substitution is made, it will not be in default of this contract.
7. Programmer is prohibited from sub-leasing any portion of his/her airtime to a third party without a written consent from the Station.
8. Should the Station, due to public emergency, necessity, or any other reason, including mechanical breakdown, be unable to broadcast any or part of the advertiser or Programmer's broadcast, the Station's liability will be limited to a pro rata reduction in charges, a credit in proportion to rate, or a suitable courtesy announcement.
9. Programmer agrees to furnish material of suitable quality for broadcast. The Station reserves the right to cancel the contract if the Programmer's program does not conform with the rules and regulations of the FCC, or the standards of the Station itself.
10. In the event of non-payment by the Programmer on or before due date, the Station shall have the right to charge a late fee.
11. Should the Programmer fail to supply program material for broadcasting, the Station shall have the right to broadcast a substitute program making its regular charges for time in accordance with the contract. Programmer agrees to supply Station all documentation needed for various licensing organizations, i.e., BMI, ASCAP.
12. Where the program material is supplied by the Programmer agrees to hold Station harmless against all liability, for libel, slander, illegal competition, or trade practice, infringement of trade marks, trade names, or program titles, violation of rights of privacy and infringement of copyrights and property rights, resulting from the broadcasting of such programs.
13. In the event that the Programmer shall pursue litigation against the Station for any reason, Programmer agrees to pay for the Station's costs of the litigation, including but not limited to the Station's attorney fees. In the event the Station shall pursue litigation because of the default or breach of contract in any respects by the Programmer and the Station prevails in a court of law, the Programmer agrees to pay for the costs of the litigation, including Station attorney's fees.
14. Advertiser/Programmer warrants that he/she is the party that is solely responsible for payments to Station.
15. This contract is subject to the terms of license held by the Station and is subject also to Federal, State and Municipal laws and regulations now in force, or which may be enacted in the future, including the rules and regulations of the Federal Communications Commission.
16. This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of the Station in writing, nor may the Station be required to broadcast hereunder for the benefit of any other advertiser/programmer than the one named of the face of the contract. Owner may assign all or the relevant portion of this agreement in connection with the transfer of all or substantially all of the assets used for held for use in connection with any Station, including a collateral assignment to any lender or other person providing financing to the Station or the Station's parent and/or affiliates.
17. In dealing with advertiser/ programmer, the Station shall follow a uniform policy to avoid discrimination.
18. Station retains 3 minutes each hour, to be used by Station anyway Station elects to use the time.
19. In the event the Station is sold or changes format, Station has the right to terminate this agreement effective the date that the current owners transfer control to new owners either by assignment, LMA, or when the new format goes into effect.
20. Station has the right to charge an additional fee for payment of music license agreements that the Station must maintain when playing music. Programming fee will be determined by the number of hours he/she programs on Station.
21. This agreement and all matters or issues directly or collaterally relating thereto shall be interpreted by, governed in accordance with and construed pursuant to the laws of the State of California or Washington without regard to its conflict of law rules.
22. This agreement constitutes the entire agreement between the parties hereto and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties respecting the subject matter hereof.
23. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request.

**If to Programmer:**

Name: Vancouver Chinese Radio  
 Address: 240-11590 Cambie Road  
Vancouver, BC, Canada V6X 3Z5  
 Attention: Gang Pu  
 Telephone: (604) 224-2688  
 Email: \_\_\_\_\_  
 Fax: \_\_\_\_\_

**If to Station:**

Name: MRBI  
 Address: 44 Gough Street, Suite 301  
San Francisco, CA 94103  
 Telephone: (415) 978-5378  
 Attention: Andrea Yamazaki  
 Fax: (415) 865-0738  
 E-mail: Andrey@mrbi.net

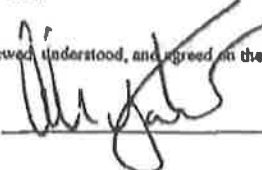
**With copies to:**

Name: Multicultural Radio Broadcasting, Inc.  
 Address: 40 Exchange Place, Suite 1010  
New York, NY 10005  
 Attention: Brandon Wong, CFO  
 Fax: 646-613-8374

24. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, [Multicultural Radio Broadcasting Licensee, LLC or Way Broadcasting Licensee, LLC] will not discriminate in any contract for airtime [or advertising] on the basis of race or ethnicity, and all such contracts will be evaluated, accepted, negotiated and completed without regard to race or ethnicity.
25. Station has the right to terminate this agreement with fourteen (14)-day written notice to Programmer without cause.

IN WITNESS WHEREOF, the Programmer and the agent of Station have fully reviewed, understood, and agreed on the terms and conditions of this contract

Programmer: \_\_\_\_\_  
 Print Name: Gang Pu

Station Agent:   
 Print Name: Andrea Yamazaki

## BROKER CONTRACT

This Agreement, entered into this 27<sup>th</sup> day of January, 2023 by and between KARI (AM) and Gang Pu/Vancouver Chinese Radio, Inc. ("Broker"), is a separate contract entered into between the parties in connection with the purchase of time from KARI by Broker for the purpose of broadcasting the program entitled "Vancouver Chinese Radio" (the "show") from 2/4/2023 to 1/28/2024 each Saturday, 4:00pm-10:00pm and Sunday, 7:00pm-10:00pm.

This Broker Contract is being entered into at the same time as a "Contract for Broadcasting", a copy of which is attached, and its terms and conditions shall also apply to this Broker Contract; breach of that Contract for Broadcasting shall be a breach of this Broker Contract.


In consideration of the sale of broadcast time, Broker agrees to pay KARI the sum of See contract for rates per show payable monthly in advance.

It is understood and agreed by KARI and the Broker that, during the broadcast of the Show, Broker will be permitted to broadcast commercial announcements subject to the following conditions and pursuant to the following representations and assurances by Broker.


1. Broker is familiar with the programming and commercial policies, practices and restrictions of KARI and shall strictly abide by them (Attachment A).
2. KARI reserves the right to pass judgment upon the acceptability of all programming and commercial content in order to ensure compliance with all FCC Rules and Regulations, and shall have the right to cancel the broadcast of any program or commercial which, at the sole discretion of KARI, deems to be inconsistent with the FCC's rules or policies, KARI's own policies and standards, or any other rules, regulations or laws.
3. Broker is aware that KARI has the right to verify the commercial content of the broker's program.
4. At the sole discretion of KARI, the show may be preempted for certain events, which require immediate dissemination to the listening audience. In that event KARI's sole obligation is the refund of fees paid by broker for only the preempted portion of the show. In no event will KARI be liable for consequential or other damages (including loss of profits).

5. KARI may cancel this Broker Contract without advance notice if Broker is in violation of the provisions contain therein.
6. Broker agrees that Broker will indemnify and hold harmless, KARI and Multicultural Radio Broadcasting Inc., any of its parent or subsidiary corporations and their officers, directors and shareholders from any liability or damage arising from or relating to any advertisement, broadcast or program which is subject to this Brokers Contract, including, but not limited by way to, any cause of action for defamation, libel, slander, trademark or copyright infringement, fraud, illegal competition or trade practice, and/or violation of privacy rights and property rights.
7. KARI shall be the exclusive and primary agent for the solicitation of offers to place agency generated spot sales for KARI.

Date: 1/21/23

KARI  
By:   
Andrea Yamazaki

Date: 1/27/2023

BROKER  
By:   
Gang Pu

**KARI-AM**  
**Regulations and Restrictions**  
**(Attachment A)**

Programmer will take care to observe and exercise reasonable diligence to comply with the following regulations and restrictions in the preparation, writing and broadcasting of the Show:

- I. Respectful of Faiths: The subject of religion and references to particular faiths, tenets and customs will be treated with respect at all times.
- II. No Denominational Attacks: The Programs will not be used as a medium for attack on any faith, denomination or sect or upon any individual organization.
- III. Controversial Issues: Any discussion of controversial issues of public importance will be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity or like personal qualities of any person or group of persons will be made during the discussion of controversial issues of public importance; and, during the course of political campaigns, the Programs are not to be used as a focus for editorializing about individual candidates.
- IV. 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. No commercial message ("plugs") or undue references shall be made in programming presented over the Station to any business venture, profit making activity or other interest (other than noncommercial announcements for bona fide charities, church activities or other public service activities) in which Programmer is directly or indirectly interested without the same having been approved in advance by the Station's General Manager and such broadcast being announced, logged and sponsored.
- V. No Lotteries: Announcements giving any information about lotteries or games prohibited by law are prohibited. This prohibition includes announcements with respect to bingo parties and the like which are to be held by a church and which announcements are not lawful.
- VI. No Gambling: Any form of gambling on the Programs is prohibited.
- VII. Political Advertising: Absolutely no political advertising is permitted in your Program.
- VIII. Credit Terms Advertising: Pursuant to rules of the Federal Trade Commission, no advertising or credit terms will be made over the air beyond mention of the fact that, if desired, credit terms are available.
- IX. No Illegal Announcements: No announcements or promotions prohibited by law of any lottery or game will be made over the air. Any game, contest or promotion relating to, or to be presented over the air must first be fully stated and explained in advance to KARI, which reserves the right, in its sole discretion, to reject any game, contest or promotion.
- X. Licensee Discretion Paramount: In accordance with the Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the FCC, KARI 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 KARI judgment, would not serve the public interest.
- XI. Foreign Language Programming: Programmer agrees that none of the Programs it provides to KARI for broadcast that are in a foreign language will be produced by a foreign government or be subject to any of the federal laws or regulations governing the broadcast of propaganda.
- XII. Programming Prohibitions: Programmer will not broadcast any of the following programs or announcements.
  - a. False Claims: False, deceptive or unwarranted claims for any product or service.
  - b. Unfair Imitation: Infringements of another advertiser's right through plagiarism or unfair imitation of either program idea or copy or any other unfair competition.
  - c. Slander, Profanity and Foul Language: Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or in treatment.
  - d. Price Disclosure: Any price mentions except as permitted by KARI policies current at the time.
  - e. Unauthorized Testimonials: Any testimonials which cannot be authenticated.
  - f. Descriptions of Bodily Functions: Any descriptions of internal body functions or symptomatic results of internal disturbances, and any reference to matters which are not considered acceptable topic in social groups.
  - g. Conflict Advertising: Any advertising matter or announcements which may, in the opinion of KARI, be injurious or prejudicial to the interests of the public, KARI or honest advertising and reputable business in general.
  - h. General Market Advertising: The airing of any mainstream advertising directed to the general market. Any such advertising must be cleared with KARI.

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

X GP Initial