



**BROKERAGE
AGREEMENT**

1465 Northside Drive
Suite 218
Atlanta, GA 30318
Office: (404) 355-8600
Fax : (404) 355-4156

New Client New Order Renew Change Cancel

Advertiser/Legal Entity ETHIOPIAN EVANGELICAL		Agency/Sponsor / Order No.
Address 4550 GREER CIRCLE		Address
City/State/Zip STONE MOUNTAIN GA 30083		City/State/Zip
Contact Name / Title TOLISA GUDINA		Contact Name / Title
Contact Phone/Fax 404 456 1003		Contact Phone/Fax/Email
Contact Email / Cell Phone ENYEWD@GMAIL.COM		VISA <input type="checkbox"/> MC <input type="checkbox"/> AX <input type="checkbox"/> Approval Code <input type="checkbox"/> Name <input type="checkbox"/> Acct# <input type="checkbox"/> CID <input type="checkbox"/> Exp <input type="checkbox"/>

Category: FOREIGN LANGUAGE

Show Name ETHIOPIAN EVANGELICAL Contract Start 4-4-21 End 3-27-22
Please use military time (00:00 - 24:00)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
						1600-1630

Advertiser agrees to this number of 60-second availss per hour retained for the exclusive use of Station: 2

Program Type	Political	Non-Bill	# Programs	Length (minutes)	Gross Rate (per)	Total Billing
BLOCK 4/4/21-3/27/22			52	28 MIN	\$155.00	\$8,060.00

Program Delivered Via (check one):

LIVE STUDIO	LIVE REMOTE	POT/CODEC	SATELLITE	C D	WEB	FTP
					X	

MONTHLY PROGRAM PAYMENTS ARE DUE THE FIRST WEEK OF EVERY MONTH!

ADVERTISER AND AGENCY ARE JOINTLY AND SEVERALLY LIABLE FOR PERFORMANCE UNDER THIS AGREEMENT
Conditions & covenants on the reverse side are part of this Agreement. Advertiser & Agency acknowledge receipt of large-type version of such conditions, covenants and guarantees and agree to their terms. Permission for Station to broadcast in real-time the Internet audio streaming of the broadcast is acknowledged as part of this Agreement. This Agreement shall not become binding upon Station unless signed by its General Manager.

Account Executive

3-17-21 Date Advertiser

General Manager

3-17-21 Date Representative (or Agency) Date

The Personal Guarantor whose signature appears below in order to induce Station to enter into and perform under the Broadcast Agreement, and in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, personally guarantees, unconditionally, without waiver and all times, the payment when due of any and all indebtedness of advertiser/agency to Station and agrees, without reservation, to the terms of the guarantee expressed on the reverse side of this Agreement.

IN WITNESS WHEREOF, this Guaranty has been duly executed by the undersigned on the day and year first above written.

Personal Guarantor

PRINTED NAME: Adewale Entew

LEGAL SIGNATURE: Deyle Egwu

1. Broadcast of Programs

Station will use its best efforts to broadcast the Broadcasted Programs covered hereby on the day(s) and at approximately the times specified herein. In the event Station fails the broadcast due to an fault of the advertiser, Station may, at its option, except a compensation period no longer than to make good any such omission or may deem advertiser's account for the charge for the broadcast so omitted. Notwithstanding anything in this Agreement to the contrary, Station shall have the unalienable right to cancel or to change the time of broadcasting of any program, to substitute a longer or shorter period on the same or another day, to omit broadcasting any program, and/or to cancel this Agreement whenever it deems upon a reasonable cancellation provision or cancellation to be advisable or desirable. Station shall not be liable to advertiser in any respect for any such change, substitution, omission or cancellation, with the sole exception of omissions for which the foregoing are not furnished and cancellation is made or when such Station's liability is limited to creating the account of Advertiser in the amount of the contract per-program charge for omission and make good or prepaid programs carried.

2. Emergency Broadcast Programs

Station shall not be liable for the failure to broadcast all or any part of any program over its facilities by reason of any act of God, Federal, State or Municipal laws, licenses, regulations or orders, acts of interruption or breakdown of lines or equipment, labor disputes, strikes, lockouts or in part of program time for the broadcasting of any Emergency Broadcast System, message or test or any event deemed by Station to be of supervening importance or for any cause beyond the control of Station. Such failure to broadcast shall not constitute a breach of this contract or entitle advertiser to recover any damages by reason thereof, in the event of failure to broadcast any material part of advertiser's program. Advertiser shall be entitled only to a credit of the contract per-program charge in the absence of any make good by Station. Each program of Advertiser shall at Station's option contain that certain number of minutes of spot announcements reserved for Station's exclusive use and revenue as is indicated on the reverse side of this Agreement. Advertiser and Station shall cooperate in the placement of the spots in Advertiser's program. In the absence of any such agreement on placement, Station shall have the option to place such spots at the beginning and end of the program.

3. Postponements

Unless otherwise specified, sums payable to Station under this Agreement in respect of Advertiser's program time are due at Station's offices in advance for one month's programs by 12:00 noon on the last business day of the month immediately preceding the month in which the programs are to be broadcast. Upon failure of Station to receive any such payments, timely, Station, at its election, and in addition to any other remedies it may have hereunder or at law, may (1) withhold use by Station of its facilities and services, including withholding the broadcast of Advertiser's program and Advertiser's license is suspended, and/or (2) terminate this Agreement. In either such event, Advertiser shall remain obligated to Station for the full value of its programming. Should collection action or litigation be necessary to collect the sums owed to Station by Advertiser, Advertiser shall pay to Station all resulting collection costs, court costs, and reasonable attorney's fees. In addition, Advertiser shall be obligated to pay interest on any unpaid balance owed Station at the rate of 10% per annum, which shall accrue from the date due to the date paid. Failure of the Advertiser to attend the broadcast of program for illness or any other reason does not relieve the Advertiser of the obligation to pay for that broadcast. In such event, Advertiser shall have furnished to Station a standby tape of a previous broadcast to fill the assigned airtime.

4. Program Content

Except as may be otherwise specifically provided herein, all of the materials, client, advertising copy, and the like in contents of Advertiser's program to be broadcast hereunder shall be furnished by and at the sole expense of Advertiser and shall be delivered by Advertiser to the Station studio. It is an express condition of this Agreement that all such material, talent, announcements and other contents, including, without limitation, music and spoken words of Advertiser, its representatives, employees, clients, advertisers, disc jockeys, guests, and literary materials or information relating thereto, be of good taste, in effect on the date hereof, a copy of which are attached hereto, and may be communicated from time to time during the term hereof and furnished to Advertiser. (2) must not violate or infringe upon any Federal, State, County, or Municipal laws, codes, regulations, and/or bylaws. (3) must not contain any language or material which is obscene, indecent, vulgar, profane, or defamatory of character; and (4) must not conflict with what Station, in its sole discretion, may determine to be in the public interest to broadcast. At least forty-eight (48) hours before the starting hour of any program, Station shall collect and retain a deposit of (1) the descriptions of the general program content; (2) the commercial arrangements by sponsor and product; and (3) the musical selections by name of song, composer, record label, copyright, and manufacturer and station, country of manufacture and whether licensed by ASCAP, BMI or SESAC. In the event Station fails to comply with the terms of this Agreement, Advertiser may, at its option, cancel the program or require that such words be removed from Station's program unless such words are licensed by ASCAP, BMI or SESAC. Advertiser has secured for Station performance licenses for broadcast of such works, or such works are in the public domain and no license is required for their broadcast. Station shall have the right at all times to edit and modify the contents of the program to make same conform to its determination of the public interest as to Station's program and operating policies. In the event languages other than English are broadcast, Advertiser shall, at Station's request, provide a translation and/or English transcript for each program within forty-eight (48) hours of the program's airing.

5. General Provisions

(a) The Advertiser agrees to assume responsibility for any and all damage to, and theft or loss of, all property and/or equipment belonging to Station or any third party, occurring during the Advertiser's use of the facilities and/or equipment. The Advertiser will be held liable for any damages or loss whatsoever resulting from or caused by Advertiser, Advertiser's employees, associates and visitors.

(b) The financial terms of this Agreement, any amendments hereto or renewals hereof shall remain confidential and unchanged between the two parties hereto and Advertiser shall not disclose same to any other person or entity upon account of the non-functioning or malfunctioning of any particular piece of equipment in any such studio. Station, in its sole discretion, may make available to Advertiser, upon Advertiser's request, a studio for the pre-recording of Advertiser's program required to originate and furnish its program to Station on Photo, Color, Satellite, Compact Disc, VHS, DVD or PTP. Services. In the case of all audio feeds to the Station studios, the Advertiser shall be exclusively responsible for the costs of all delivery, including telephone, Internet and cable fees.

(c) Advertiser may, in its sole expense furnish its program to Station on Photo, Color, Satellite, Compact Disc, VHS, DVD or PTP. Services. In the case of all audio feeds to the Station studios, the Advertiser shall be exclusively responsible for the costs of all delivery, including telephone, Internet and cable fees.

(d) If Advertiser carries its broadcast programs on Station, after the expiration of a lease, this Agreement shall be deemed to be extended on a month-to-month basis on the same terms and conditions. In such event, Advertiser shall provide no less than thirty (30) days written notice of intention to terminate, failing which Advertiser shall be liable to Station for an additional one-month period beyond the date of the last aired program.

(e) Any notice of Station to terminate any particular provision of this Agreement shall not operate as a waiver of that or any other provision hereof, and the waiver of any provision shall be effective on a one-time basis only and/or as to any future breaches of any provision. Waivers must be in writing and signed by the General Manager of Station. Any breach of Advertiser's remainder, Station may terminate this Agreement upon written notice to Advertiser. Notice shall be given to the address of the Advertiser on the reverse side of this form.

(f) This Agreement is limited solely to the broadcast of "spot" announcements. The word "program" as used herein shall be deemed to refer to such announcements. This Agreement, which is not assignable by Advertiser or Agency without the written consent of Station, prescribes the entire understanding between the parties and shall not be construed in any way as superseding or in any writing, signed by all of the parties hereto specifically referring to this Agreement. This Agreement shall be construed under the laws of the State of Nevada. The performance of this Agreement by Station is conditioned upon and subject to any and all applicable Federal, State, County, or Municipal laws or regulations now or hereafter in force.

6. Billing/Invoicing and Payment

Any claim for legal expenses, attorney fees, or any judgment or claim against Station, its officers, directors and employees, brought to enforce the right of any third party alleged to have been violated by or in connection with the broadcast or preparation thereof or any material, sound, announcement or other contents of any program hereunder shall be defended by attorneys selected by Station and at the expense of the Advertiser or Agency. The Agency and Advertiser shall pay any and all judgments, including interest, attorney fees and costs, incurred in connection with, caused by or arising out of any such litigation. Advertiser and Station shall have the absolute right to settle, compromise and dismiss such litigation at expense of Advertiser and Agency, including all attorney fees which may be incurred until ultimate conclusion of such litigation. Advertiser and Agency shall disburse to Station and its attorneys for Station the full amount sued for in such action together with attorney's fees which may be available after final disposition of such litigation. Advertiser and Agency shall not affect or diminish Advertiser's indemnity obligation to Station under this Agreement.

7. Indemnification and Defense

Any claim for legal expenses, attorney fees, or any judgment or claim against Station, its officers, directors and employees, brought to enforce the right of any third party alleged to have been violated by or in connection with the broadcast or preparation thereof or any material, sound, announcement or other contents of any program hereunder shall be defended by attorneys selected by Station and at the expense of the Advertiser or Agency. The Agency and Advertiser shall pay any and all judgments, including interest, attorney fees and costs, incurred in connection with, caused by or arising out of any such litigation. Advertiser and Station shall have the absolute right to settle, compromise and dismiss such litigation at expense of Advertiser and Agency, including all attorney fees which may be incurred until ultimate conclusion of such litigation. Advertiser and Agency shall disburse to Station and its attorneys for Station the full amount sued for in such action together with attorney's fees which may be available after final disposition of such litigation. Advertiser and Agency shall not affect or diminish Advertiser's indemnity obligation to Station under this Agreement.

8. Attorney and Judicial Selection

If this Agreement is made with a bona-fide advertising agency recognized by Station, such agency will be compensated on the net time charges collected from the Advertiser in accordance with the then-prevailing schedule of commissions, in effect at Station, by such agency. This Agreement shall be held to make such agency jointly responsible for all of Advertiser's obligations hereunder.

9. Personal Guarantees

a. The undersigned hereby unconditionally and absolutely guarantees to Station the full and prompt performance of all of Advertiser's obligations, agreements and covenants under and in connection with the Broadcast Agreement, all of which obligations, agreements and covenants of Advertiser shall hereafter be referred to as "Advertiser's Liabilities".

b. The undersigned agrees that his obligations under this Guarantee shall be absolute and unconditional, irrespective of (i) the absence of any attempt to collect Advertiser's Liabilities from Advertiser or other action to enforce performance of Advertiser's obligations, (ii) any waiver or consent by Station with respect to any term or provision of the Broadcast Agreement or any other agreement, instrument or document executed and delivered to Station by Advertiser, (iii) any failure of Station to take any steps to preserve as right to any security or collateral for Advertiser's Liabilities, or (iv) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of or by a guarantor. All security, if any, and collateral for Advertiser's Liabilities is hereinafter referred to as the "Collateral".

c. Except as he further provides, the undersigned waives diligence, presentment, demand of payment, filing of claims with a court in the event of nonpayment, or bankruptcy of Advertiser, protest or notice with respect to Advertiser's Liabilities, and any defense whatsoever, process directly and at once without notice against the undersigned to collect and recover the full amount of the indebtedness, liability hereunder, without first proceeding against Advertiser.

d. This is a continuing Guarantee, and Station is hereby authorized without notice or demand and without arguing the validity of the undersigned's liability, from time to time to renew, extend or otherwise change with the consent of Advertiser, the term of this Agreement or any other instrument, document or agreement between Station and Advertiser, (i) to accept partial payments on Advertiser's Liabilities, (ii) to any other guaranties of Advertiser's Liabilities, and (iii) settle, release, compromise, collect or otherwise liquidate Advertiser's Liabilities and any collateral held by Station hereunder shall be reduced to the extent of any reduction in Advertiser's Liabilities resulting from the payment or cancellation of Advertiser's Liabilities or the proceeds of liquidation of any collateral.

e. The undersigned assumes responsibility for keeping itself informed of (i) the financial condition of Advertiser, (ii) Advertiser's capabilities, and (iii) all other circumstances bearing upon the risk of non-payment of Advertiser's Liabilities that a good, timely, full and accurate account of information to the undersigned, Station shall have no duty to furnish the undersigned with information known to Station regarding such condition or any such circumstances or otherwise to advise the undersigned in the event Station, in its sole opinion, that the undersigned knows or should have known that such advice or information is misleading or untrue.

f. The undersigned further agrees that to the extent that Advertiser makes a payment or payments to Station, which payment or payments, or any part thereof, are subsequently invalidated, declared to be fraudulent or preferential, set aside or otherwise avoided, or repudiated, such payment or payments shall be reinstated and included in Advertiser's Liabilities as of the date such initial payment, reduction or satisfaction occurs.

g. Once Advertiser's Liabilities shall have been paid and/or performed in full, the undersigned shall have no right of subrogation and hereby waives any benefit of, and/or right to participate in, any collateral given to Station to secure payment of Advertiser's Liabilities. The undersigned also waives all rights or counterclaims, and all defenses, demands for performance, notices of non-performance, protests, notices of protest, notices of default, and notices of acceptance of this Guarantee. The undersigned further waives all notices of any and all proceedings in collect from the Advertiser or any part of Advertiser's Liabilities.

h. The Guarantee shall be binding on the undersigned and upon the heirs, executors, administrators, successors and assigns of the undersigned, and shall run to the benefit of Station, its successors and assigns.

i. No waiver shall be deemed to be made by Station of any of its rights hereunder unless the same shall be in writing, signed by Station, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall not in any manner impair the rights of Station or the obligations of the undersigned to Station in any other respect at any other time. This Guarantee may not be altered or amended except by an agreement in writing, signed by the undersigner and Station.

j. This Guaranty shall be governed by, enforced and interpreted in accordance with the Laws of the State of Nevada. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by any law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

k. The undersigned hereby agrees not to make any payments to Station made by or on behalf of Advertiser, including, without limitation, payments from the undersigned, shall be applied first to that portion of Advertiser's Liabilities consisting of fees, costs or expenses.

10. Effectiveness of this Agreement

This Agreement shall become effective only upon the occurrence of all of the following conditions and Station shall have no obligation to Advertiser if Station shall have accepted a competing offer for the same time period prior to Advertiser's fulfillment of all of the same: a. Agreement signed by Advertiser, Under Agent and delivered to Station; b. Payment by Advertiser in advance of last Broadcast Transmissions and Distribution Right Of Station; Station may broadcast, transmit, and distribute the program by any means, whether now known or hereafter devised, including but not limited to streaming and podcasting over the internet via the World Wide Web. Station may also reproduce the program in conjunction with such broadcast, transmission and distribution, including but not limited to the creation of ephemeral copies to facilitate instant streaming. Advertiser represents and warrants that it controls the digital performance rights to the program and agrees to indemnify and hold Station harmless from and against any damage or expense, including reasonable attorney's fees, which may arise due to a breach of this warranty.

STANDARD CONDITIONS

