

## CANDIDATE ADVERTISEMENT AGREEMENT FORM

See **Order** for proposed schedule and charges. See **Invoice** for actual schedule and charges.

I, CONVERGING MEDIA, INC OBO BIDEN FOR PRESIDENT, hereby request station time as follows:

IDENTIFY CANDIDATE TYPE ➡



FEDERAL CANDIDATE



STATE OR LOCAL CANDIDATE

### ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:

JOSEPH R. BIDEN

Authorized committee:

BIDEN FOR PRESIDENT

Agency requesting time (and contact information):

☐ N/A CONVERGING MEDIA, INC. - 1225 Franklin Ave. Suite 325. Garden City, NY 11530

Candidate's political party:

DEMOCRATIC

Office sought (no acronyms or abbreviations):

PRESIDENT OF THE UNITED STATES

Date of election:

11/3/2020



General



Primary

Treasurer of candidate's authorized committee:

MAJU VARGHESE

The undersigned represents that:

(1) the payment for the broadcast time requested has been furnished by (check one box below):

☐ the candidate listed above who is a legally qualified candidate, or

☒ the authorized committee of the legally qualified candidate listed above;

(2) this station is authorized to announce the time as paid for by such person or entity; and

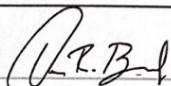
(3) this station has disclosed its political advertising policies, including applicable classes and rates, discount, promotion and other sales practices.

**THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.**

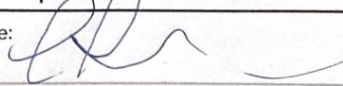
Candidate/Committee/Agency

Station Representative

Signature:



Signature:



Name: OWEN BARNARD

Name:

Courtney Kline

Date of Request to Purchase Ad Time: 9/10/2020

Date of Station Agreement to Sell Time: 9.11.20

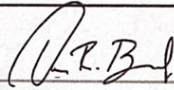


**Federal Candidate Certification:**

The undersigned hereby certifies that the broadcast matter to be aired pursuant to this disclosure either (1) does not refer to an opposing candidate or, if it does, (2) contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast and that the candidate and/or the candidate's authorized committee paid for the broadcast or if radio programming, contains a personal audio statement by the candidate that identifies the candidate, the office being sought and that the candidate has approved the broadcast.

**Candidate/Authorized Committee/Agency**

Signature:



Name: OWEN BARNARD OBO BIDEN FOR PRESIDENT

Date: 9/10/2020

**TO BE COMPLETED BY STATION ONLY**Ad submitted to Station? ☐ Yes ☐ No

Date ad received: \_\_\_\_\_

Federal candidate certification signed (above): ☐ Yes ☐ No ☐ N/A

## Disposition:

☐ Accepted☐ Accepted IN PART (e.g., ad copy not yet received to determine sponsor ID)\*☐ Rejected – provide reason (optional): \_\_\_\_\_

\*Upload partially accepted form, then promptly upload updated final form when complete.

Date and nature of follow-ups, if any (e.g., insufficient sponsor ID tag): \_\_\_\_\_

Contract #:

Station Call Letters:

Date Received/Requested:

Est. #:

Station Location:

Run Start and End Dates:

Upload order, this form and invoice (or traffic system print-out) or other documents reflecting this transaction to the OPIF or use this space to document schedule of time purchased, when spots actually aired, the rates charged and the classes of time purchased or attach separately. If station will not upload the actual times spots aired until an invoice is generated, the name of a contact person who can provide that information immediately should be placed in the "Terms and Disclosures" folder in the OPIF.



## Contract

Converging Media  
Attn: Carol Mundy  
1027 33rd street nw suite 140  
washington dc 20000

Advertiser		Product	Date	Time	Start	End
Biden For President		Biden: We're Listening	9/10/20	4:23:32PM	9/28/20	11/8/20
Salesperson		Salesperson Phone #	Demos			
Philip Heit			A18+			
Sales Office		Agency Phone #	Survey			
New York		()-	See Summary			

Line #	Vehicle	Days & Times	Sep 28	Oct 5	Oct 12	Oct 19	Oct 26	Nov 2	Nov 9	Nov 16	Nov 23	Nov 30	Dec 7	Dec 14	Dec 21	Total Units	Len	Avg Rtg	GRP	Avg Aud*	Gross Impr*	% Dist
2	.WW Urban Reach MF	MF 6A-12M		3	3	2	3	1								12	60	5.0	60.3	1620.1	19441.2	97.2
	Total GRPs		0.0	15.1	15.1	10.0	15.1	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0							
16	WW Rick and Sasha Show	MF 6A-10A	2	2	2	2	2	2								12	60	0.1	1.8	47.5	570.0	2.8
	Total GRPs		0.3	0.3	0.3	0.3	0.3	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0							
Total Units			2	5	5	4	5	3								24			62.1		20011.2	
Total GRPs			0.3	15.4	15.4	10.3	15.4	5.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0							

\*Note: Avg Aud and Gross Impressions are shown in thousands





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<b>Advertiser</b>	<b>Product</b>	<b>Date</b>	<b>Time</b>	<b>Start</b>	<b>End</b>
Biden For President	Biden: We're Listening	9/10/20	4:23:32PM	9/28/20	11/8/20
<b>Salesperson</b>	<b>Salesperson Phone #</b>	<b>Demos</b>			
Philip Heit		A18+			
<b>Sales Office</b>	<b>Agency Phone #</b>	<b>Survey</b>			
New York	()-	See Summary			

Line #	Vehicle	Days & Times	Sep 28	Oct 5	Oct 12	Oct 19	Oct 26	Nov 2	Nov 9	Nov 16	Nov 23	Nov 30	Dec 7	Dec 14	Dec 21	Total Units	Len	Avg Rtg	GRP	Avg Aud*	Gross Impr*	% Dist
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<b>Total Gross:</b>	<b>\$193,800.00</b>	<b>Agency Commission:</b>	<b>\$29,070.00</b>	<b>Total Net:</b>	<b>\$164,730.00</b>
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Accepted for Westwood One, LLC:

Accepted for Agency (and Media Buying Service, if any) as Agent for the Advertiser:

Name

Title

Name

Title

Agency represents and warrants it has the authority to make this purchase on behalf of the Advertiser listed on this order ("Advertiser") and accordingly, is responsible for prompt payment of all amounts due under this IO to WWO upon receipt of such payments from Advertiser. If Advertiser is more than 30 days overdue in paying Agency, Agency shall promptly inform Westwood One ("WWO") who shall have the right to contact Advertiser directly for payment. If payment in full has not been received from either Agency or Advertiser within 120 days of the due date, WWO reserves the right to impose interest equal to ten percent (10%) per annum on any overdue amount from the original due date until full payment is received by WWO. Agency and/or Advertiser, as applicable, shall be liable for all costs and expenses incurred by WWO in its collection efforts for amounts overdue by 120 days or more, including without limitation, attorney's fees and filing fees. If Agency fails to remit to WWO amounts Agency receives from the Advertiser, the principal owners of the Agency shall be personally liable for such unpaid amounts.

This Agreement shall, irrespective of the place of execution, be deemed to be a contract entered into and to be performed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York without regard to any choice of law or conflicts of law principles. With respect to any dispute arising hereunder or any action, suit, or proceeding relating to this Agreement, Agency and/or Advertiser, as applicable, shall be subject to the exclusive jurisdiction of the Federal District Court for the Southern District of New York and the Courts of the State of New York in New York County and the Agency, on behalf of itself and Advertiser, waives any objection of venue in any of the aforesaid courts or any right to claim that any such court constitutes an inconvenient forum.

Ordering the inventory listed herein is your consent to these terms and conditions which shall supersede any other writing, understanding or document related to the subject matter hereof.

WESTWOODONE IS AN AFFIRMATIVE ACTION EMPLOYER. NONDISCRIMINATION POLICY: Westwood One does not discriminate in advertising contracts on the basis of race or ethnicity, and will not accept any advertising which is intended to discriminate on the basis of race or ethnicity. Advertiser represents and warrants that Advertiser's purchase of advertising time from Westwood One is not intended to and will not discriminate on the basis of race or ethnicity.

Notwithstanding any other agreement to the contrary, Advertiser will indemnify, defend and hold Westwood One, its parent companies, subsidiaries, corporate affiliates and the directors, officers, employees, representatives, licensees and agents of the foregoing entities, harmless from and against any and all losses, liabilities, claims, damages and other expenses, including reasonable attorney's fees, arising out of third party claims relating to the commercials provided to Westwood One by Advertiser.

\*Note: Avg Aud and Gross Impressions are shown in thousands





## Contract

Converging Media  
Attn: Carol Mundy  
1027 33rd street nw suite 140  
washington dc 20000

Contract		Order #	Ver #	Rev #	# Wks	Page #
		190189	1		6	1
Advertiser	Product	Date	Time	Start	End	
Biden For President	Biden: We're Listening	9/10/20	4:23:32PM	9/28/20	11/8/20	
Salesperson	Salesperson Phone #	Demos				
Philip Heit		A18+				
Sales Office	Agency Phone #	Survey				
New York	()-	See Summary				

Line #	Vehicle	Days & Times	Sep 28	Oct 5	Oct 12	Oct 19	Oct 26	Nov 2	Nov 9	Nov 16	Nov 23	Nov 30	Dec 7	Dec 14	Dec 21	Total Units	Len	Avg Rtg	GRP	Avg Aud*	Gross Impr*	% Dist
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## Contract Summary

Converging Media  
Attn: Carol Mundy  
1027 33rd street nw suite 140  
washington dc 20000

<b>Advertiser</b> Biden For President	<b>Product</b> Biden: We're Listening	<b>Order #</b> 190189	<b>Ver #</b> 1	<b>Rev #</b>	<b># Wks</b> 6	<b>Page #</b> 1
<b>Salesperson</b> Philip Heit	<b>Salesperson Phone #</b>	<b>Date</b> 9/10/20	<b>Time</b> 4:23:32PM	<b>Start</b> 9/28/20	<b>End</b> 11/8/20	
<b>Sales Office</b> New York	<b>Agency Phone #</b> ( )-	<b>Demos</b> A18+	<b>Survey</b> See Below			

<b>Vehicle</b>	<b>Total Units</b>	<b>Gross</b>	<b>GRP</b>	<b>CPP</b>	<b>Gross Impressions*</b>	<b>CPM</b>	<b>% Distr</b>	<b>Surveys</b>
WW Urban Reach MF	12		60.3		19,441.2		97.2	Fa19 June 2020 BNH DP_v1
WW Rick and Sasha Show	12		1.8		570.0		2.8	Fa19 June 2020 BNH DP_v1
<b>Totals</b>	<b>24</b>	<b>\$193,800</b>	<b>62.1</b>	<b>3123</b>	<b>20,011.2</b>	<b>9.68</b>		

<b>Total Gross:</b>	<b>\$193,800.00</b>	<b>Agency Commission:</b>	<b>\$29,070.00</b>	<b>Total Net:</b>	<b>\$164,730.00</b>
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<b>Advertiser</b> Biden For President	<b>Product</b> Biden: We're Listening	<b>Order #</b> 190189	<b>Ver #</b> 1	<b>Rev #</b>	<b># Wks</b> 6	<b>Page #</b> 1
<b>Salesperson</b> Philip Heit	<b>Salesperson Phone #</b>	<b>Date</b> 9/10/20	<b>Time</b> 4:23:32PM	<b>Start</b> 9/28/20	<b>End</b> 11/8/20	
<b>Sales Office</b> New York	<b>Agency Phone #</b> ( )-	<b>Demos</b> A18+	<b>Survey</b> See Below			

Vehicle	Total Units	Gross	GRP	CPP	Gross Impressions*	CPM	% Distr	Surveys
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Philip Heit				A18+		
Sales Office		Agency Phone #		Survey		
New York		()-				

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Qtr 4 2020	Qtr 1 2021	Qtr 2 2021	Qtr 3 2021	Total	Total Units
.WW Urban Reach MF	126,400	63,200	0	0	0	0	0	0	0	0	0	0	189,600				189,600	12
WW Rick and Sasha Show	2,800	1,400	0	0	0	0	0	0	0	0	0	0	4,200				4,200	12
All Vehicles - Total Gross	129,200	64,600											193,800				193,800	24
All Vehicles - Total Units	16	8											24					24

Air Time Gross:	<b>\$193,800.00</b>	Agency Commission:	<b>\$29,070.00</b>	Total Net:	<b>\$164,730.00</b>
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## Contract Summary

Order #		Ver #	Rev #	# Wks	Page #
190189		1		6	2
Advertiser	Product	Date	Time	Start	End
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**For Copy: Please [CLICK HERE](#) or copy and paste the following link in a web browser:**

**[https://cumulusmedia-my.sharepoint.com/:f:/g/personal/shenkle\\_westwoodone\\_com/Eph\\_IPsXrQZJqqm6QPMHAGIBz8SbwOAGL8nCP\\_Ase2d1\\_g](https://cumulusmedia-my.sharepoint.com/:f:/g/personal/shenkle_westwoodone_com/Eph_IPsXrQZJqqm6QPMHAGIBz8SbwOAGL8nCP_Ase2d1_g)**