

Sep 17, 21
 CONT# 35349632 Mod# Ver# 1 (Last =)
 REP iHeartMedia
 TO WWSW-FM (Pittsburgh, PA)
 FM DAMON GUNKEL (SF)
 OFF SAN FRANCISCO
 AGY IHEARTMEDIA GOV INIT
 ADDR 5180 GOLDEN FOOTHILL PARKWAY SUITE 120
 EL DORADO HILLS, CA 95762

 BYR MATTHEW BARGER
 ADV BUSINESS ROUND TABLE
 PDT BRT
 FLT Sep 20, 21 - Sep 26, 21

DDS CONT# 0
 C/P/E: BRT / BRT / TAXAD10

 SALESPERSON FAX#

 PH #

* REP ORDER COMMENT *

- ** 9/16/2021 5:35:00 PM: **THIS IS A NEW ORDER. PLEASE CONFIRM BACK ASAP OR CONTACT BETTYMOORE@IHEARTMEDIA.COM WITHIN 24 HOUR WITH ANY QUESTIONS. THANK YOU.**
- ** 9/16/2021 5:35:00 PM: 30 MINUTE SEPARATION BETWEEN SPOTS/LENGTHS. OK TO MAKEGOOD SPOTS IN THE SAME DAYPART. MUST BE IN AN ACTIVE FLIGHT WEEK IN THE SAME BROADCAST CALENDAR MONTH.
- ** 9/16/2021 5:35:00 PM: PLEASE SELECT "GOVERNMENT INITIATIVES" FROM THE DROP DOWN UNDER POPULATION WHEN ENTERING THE SALESFORCE OPPORTUNITY.
- ** 9/16/2021 5:35:00 PM: REVENUE TYPE: PREACHER NATIONAL POLITICAL
- ** 9/16/2021 5:35:00 PM: THIS ADVERTISER WILL NOT RUN IN RUSH LIMBAUGH.
- ** 9/16/2021 5:35:00 PM: THIS IS A NATIONAL ORDER.

MC	LN	REV TYPE	DAYS	TIME	LEN	EFFECTIVE DATES	# OF WKS	NPW	RATE	TOT SPTS
		<u>FLIGHT 1</u>								
	1.1	PREACHER - NATL POLITICAL	MTWTF..	6A - 10A	30	9/20/2021 - 9/24/2021	1W	5	\$168.00	5
	1.2	PREACHER - NATL POLITICAL	MTWTF..	10A - 3P	30	9/20/2021 - 9/24/2021	1W	5	\$182.00	5
	1.3	PREACHER - NATL POLITICAL	MTWTF..	3P - 7P	30	9/20/2021 - 9/24/2021	1W	5	\$172.00	5
	1.4	PREACHER - NATL POLITICALSS	8A - 7P	30	9/25/2021 - 9/26/2021	1W	6	\$66.00	6
	1.5	PREACHER - NATL POLITICAL	MTWTFSS	5A - 12A	30	9/20/2021 - 9/26/2021	1W	10	\$0.00	10
						** WEEKLY FLIGHT TOTALS **		31	\$3,006.00	

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REP iHeartMedia

DDS CONT# 0
C/P/E: BRT / BRT / TAXAD10

	Sep 21						
SPOTS	31						
CASH	3006.00						
TRADE	0.00						
NSL	0.00						
TOTAL	3006.00						

							TOTAL
SPOTS							31
CASH							3,006.00
TRADE							0.00
NSL							0.00
TOTAL							3,006.00

**** Competitive Comments ****

SVC:

Demo Adults 25-64

Nondiscrimination -Paragraphs 49 and 50 of the United States Federal Communications Commission's Report and Order No. 07-217 provides that broadcast stations' advertising contracts will not discriminate on the basis of race or ethnicity, and must contain nondiscrimination clauses. Consistent with this order, Katz Communications, Inc. (including any subsidiary or division of Katz) does not discriminate in any broadcast advertising contract on the basis of race or ethnicity and evaluates, negotiates and completes its broadcast advertising contracts without regard to race or ethnicity.

Participating Customers

Business Roundtable

100%



ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in the Order Confirmation, and all persons and entities included within Advertiser agree to the purchase of this advertising schedule and that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser. The term "Station" means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc. ("iHeartMedia").

1. PAYMENT

- 1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.
- 1.2. If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Advertiser is received by Station within the 7 day period.
- 1.3. On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.
- 1.4. If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

- 2.1. This contract may be terminated by either party giving the other party prior written notice according to the inventory type identified in the Order Confirmation as follows: (a) with respect to purchases of Broadcast inventory, fourteen (14) days prior written notice; (b) with respect to purchases of Digital inventory, thirty (30) days prior written notice; (c) with respect to purchases of Influencer or Endorsement inventory, six (6) months prior written notice; (d) with respect to purchases of Naming Rights inventory, twelve (12) months prior written notice. Sports Sponsorship inventory may not be terminated by either party except as set forth in Sections 2.2 and 2.3 below. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.
- 2.2. Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.
- 2.3. Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.
- 2.4. If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to Section 2.2 or Advertiser pursuant to Section 2.1, Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.
- 2.5. To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES / INDEMNIFICATION, INSURANCE AND HOLD HARMLESS

- 3.1. Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by Station, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the Federal Communications Commission ("FCC") (e.g., sponsorship identification, indecency, EAS compliance and all other FCC regulations) and the Federal Trade Commission ("FTC") (e.g., endorsements, sponsorship disclosure, truth-in-advertising compliance and all other FTC regulations). Advertiser agrees that it is aware of the danger of the virus named "SARS-CoV-2" and the disease it causes named "coronavirus disease 2019, its variants or other communicable diseases, and represents, warrants and agrees that it is responsible for compliance with all applicable federal, state and local laws and regulations in connection therewith and guidance of the United States Center for Disease Control with respect to Advertiser's own operations.
- 3.2. Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation; (ii) unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (iii) any breach or violation of any sort of Section 5.7 or the representations and warranties described in Section 3.1; or (iv) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract ("Advertiser Material"), or Advertiser's business, services, operations or prizes (if any) including health safety and compliance with all applicable federal, state and local laws and regulations in connection therewith. Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.
- 3.3. Advertiser will maintain sufficient general liability insurance coverage for its business and operations to include contractual liability, advertising liability and liquor liability (if applicable to its operations). Such policies shall be primary and non-contributory for Advertiser's own operations. Advertiser shall also maintain statutory workers compensation coverage when required under state laws, which shall provide a waiver of subrogation to Station to the extent allowable under its policies.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

- 4.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit or otherwise distribute any program, announcement or other advertising inventory to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in Section 4.3 below.
- 4.2. Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.
- 4.3. Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DIGITAL INVENTORY; ENDORSEMENT/INFLUENCER INVENTORY; DATA

- 5.1. Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.
- 5.2. If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.
- 5.3. Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or Section 5.2 shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.
- 5.4. Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.
- 5.5. Advertiser agrees that all purchases of Digital Inventory shall be made pursuant to the IAB's Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, version 3.0 (the "IAB Terms"). In the event of a conflict between this contract and the IAB Terms, this contract shall control.

- 5.6. Advertiser agrees that (i) all purchase of Influencer or Endorsement inventory will be subject to influencer or endorser talent approval and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to, those of the Federal Trade Commission (e.g., sponsorship disclosure, truth-in-advertising compliance and all other FTC regulations) and (ii) Station may exercise a continuing right to replace influencer or endorser talent.
- 5.7. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive, non-sublicensable, license to use Station Data solely for internal purposes as necessary to validate Station's transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station's prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

6. NON-DISCRIMINATION. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will 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.

7. GENERAL

- 7.1. This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.
- 7.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.
- 7.3. Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.
- 7.4. Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.
- 7.5. The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.
- 7.6. This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.
- 7.7. TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.



Political Broadcast Agreement Form for Non-Candidate/Issue Advertisements (PB-19)



Political Broadcast Agreement Form for Non-Candidate/Issue Advertisements (PB-19)

This form may serve as a model agreement for the sale of political broadcast advertising time and to facilitate compliance with the Federal Communications Commission's (FCC) record retention requirements. Broadcasters seeking information on how the FCC's political broadcast rules and record retention requirements apply to their specific circumstances should seek the advice of their own attorney.

Please note:

You will be prompted to save this form after each entry of your electronic signature. Make sure to re-save the form if you enter any information after entering your electronic signature.

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Reproduction or publication of the contents, in whole or in part, without express permission is prohibited. No liability is assumed with respect to the use of the information contained herein.

A companion to this form is NAB's Political Broadcast Catechism. To assist with your understanding of the political advertising rules, an all-new Political Advertising Primer course will become available via Broadcast Education in March 2020.

Broadcast Education is NAB's home for online educational offerings, including live and on-demand webcasts, podcasts and certificate courses. For more information, visit [education.nab.org](https://www.nab.org/education).

NAB members have access to an array of member tools and benefits. To access additional member tools, please visit [nab.org/MemberTools](https://www.nab.org/MemberTools).

ISSUE (Non-candidate) ADVERTISEMENT AGREEMENT FORM

I, Marcus Peacock, hereby request station time as follows: See **Order** for proposed schedule and charges. See **Invoice** for actual schedule and charges.

Check one:

- Ad "communicates a message relating to any political matter of national importance" by referring to (1) a legally qualified candidate for federal office; (2) an election to federal office; (3) a national legislative issue of public importance (e.g., health care legislation, IRS tax code, etc.); or (4) a political issue that is the subject of controversy or discussion at the national level.
- Ad does NOT communicate a message relating to any political matter of national importance (e.g., relates only to a state or local issue).

ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Station time requested by: Business Roundtable

Agency name: N/A

Address: 1000 Maine Avenue SW, Suite 500, Washington, D.C. 20024

Contact: Meredith McPhillips

Phone number: 2408886336

Email: mmcphillips@brt.org

Name of advertiser/sponsor (list entity's full legal name as disclosed to the Federal Election Commission [for federal committees] with no acronyms; name must match the sponsorship ID in ad):

Name: Business Roundtable

Address: Same as above

Contact: Same as above

Phone number: Same as above

Email: Same as above

Station is authorized to announce the time as paid for by such person or entity.

List ALL of the chief executive officers or members of the executive committee or board of directors or other governing group(s) of the advertiser/sponsor (Use separate page if necessary.):

Joshua Bolten, President & CEO, Business Roundtable

Doug McMillon, President & CEO, Walmart

Additional Board Members: <https://www.businessroundtable.org/about-us/board-of-directors>

By signing below, advertiser/sponsor represents that those listed above are the only executive officers, members of the executive committee and board of directors or other governing group(s).

If ad refers to a federal candidate(s) or federal election, list ALL of the following:

N/A

Name(s) of every candidate referred to:

Office(s) sought by such candidate(s) (no acronyms or abbreviations):

Date of election:

Clearly identify **EVERY** political matter of national importance referred to in the ad (no acronyms); use separate page if necessary:

N/A

corporate tax policy, infrastructure policy and investment

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

The advertiser/sponsor agrees to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, which may arise from the broadcast of the above-requested advertisement(s). For the above-requested ad(s), the advertiser/sponsor also agrees to prepare a script, transcript or tape, which will be delivered to the station by the log deadlines outlined in the station's disclosure statement.

Advertiser/Sponsor	Station Representative
DocuSigned by: Signature: <i>Marcus Peacock</i>	DocuSigned by: Signature: <i>Melissa McMurray</i>
505897DB5BC04FC... Name: Marcus Peacock	E200006EB7804BE... Name: Melissa McMurray
Date of Request to Purchase Ad Time: 4/23/21	Date of Station Agreement to Sell Time:

TO BE COMPLETED BY STATION ONLY

Ad submitted to station? Yes No Date ad received: _____

Note: Must have separate PB-19 forms (or the equivalent, e.g., addendums) for each version of the ad (i.e., for every ad with differing copy).

If only one officer, executive committee member or director is listed above, station should ask the advertiser/sponsor in writing if there are any other officers, executive committee members or directors, maintain records of inquiry and update this form if additional officers, members or directors are provided.

Disposition:

- Accepted
- Accepted IN PART (e.g., ad not received to determine content)*
- Rejected – provide reason (optional):

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

Date and nature of follow-ups, if any:

Contract #:	Station Call Letters:	Date Received/Requested:
Est. #:	Station Location:	Run Start and End Dates:

For national issue ads only (not required for state/local issue ads):

Upload order, this disclosure form and invoice (or traffic system print-out) or other material 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 (including date, time, class of time and reasons for any make-goods or rebates) 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.

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	1.4	PREACHER - NATL POLITICALSS	8A - 7P	30	9/25/2021 - 9/26/2021	1W	6	\$88.00	6
	1.5	PREACHER - NATL POLITICAL	MTWTFSS	5A - 12A	30	9/20/2021 - 9/26/2021	1W	10	\$0.00	10
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CASH	3963.00						
TRADE	0.00						
NSL	0.00						
TOTAL	3963.00						

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SPOTS							31
CASH							3,963.00
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NSL							0.00
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- 2.5. To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES / INDEMNIFICATION, INSURANCE AND HOLD HARMLESS

- 3.1. Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by Station, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the Federal Communications Commission ("FCC") (e.g., sponsorship identification, indecency, EAS compliance and all other FCC regulations) and the Federal Trade Commission ("FTC") (e.g., endorsements, sponsorship disclosure, truth-in-advertising compliance and all other FTC regulations). Advertiser agrees that it is aware of the danger of the virus named "SARS-CoV-2" and the disease it causes named "coronavirus disease 2019, its variants or other communicable diseases, and represents, warrants and agrees that it is responsible for compliance with all applicable federal, state and local laws and regulations in connection therewith and guidance of the United States Center for Disease Control with respect to Advertiser's own operations.
- 3.2. Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation; (ii) unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (iii) any breach or violation of any sort of Section 5.7 or the representations and warranties described in Section 3.1; or (iv) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract ("Advertiser Material"), or Advertiser's business, services, operations or prizes (if any) including health safety and compliance with all applicable federal, state and local laws and regulations in connection therewith. Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.
- 3.3. Advertiser will maintain sufficient general liability insurance coverage for its business and operations to include contractual liability, advertising liability and liquor liability (if applicable to its operations). Such policies shall be primary and non-contributory for Advertiser's own operations. Advertiser shall also maintain statutory workers compensation coverage when required under state laws, which shall provide a waiver of subrogation to Station to the extent allowable under its policies.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

- 4.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit or otherwise distribute any program, announcement or other advertising inventory to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in Section 4.3 below.
- 4.2. Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.
- 4.3. Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DIGITAL INVENTORY; ENDORSEMENT/INFLUENCER INVENTORY; DATA

- 5.1. Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.
- 5.2. If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.
- 5.3. Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or Section 5.2 shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.
- 5.4. Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.
- 5.5. Advertiser agrees that all purchases of Digital Inventory shall be made pursuant to the IAB's Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, version 3.0 (the "IAB Terms"). In the event of a conflict between this contract and the IAB Terms, this contract shall control.

- 5.6. Advertiser agrees that (i) all purchase of Influencer or Endorsement inventory will be subject to influencer or endorser talent approval and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to, those of the Federal Trade Commission (e.g., sponsorship disclosure, truth-in-advertising compliance and all other FTC regulations) and (ii) Station may exercise a continuing right to replace influencer or endorser talent.
- 5.7. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive, non-sublicensable, license to use Station Data solely for internal purposes as necessary to validate Station's transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station's prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

6. NON-DISCRIMINATION. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will 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.

7. GENERAL

- 7.1. This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.
- 7.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.
- 7.3. Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.
- 7.4. Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.
- 7.5. The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.
- 7.6. This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.
- 7.7. TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.