

**Univision Political Public File  
Non-Candidate Issue Advertisements**

Does the advertisement refer to any legally qualified candidate(s) for federal office (President, Vice President, U.S. Congress, U.S. Senate)?

Yes  No\*

If Yes, what are the names of all of the legally qualified candidate(s) that it refers to and all of the offices they are seeking?

Candidates

Office

Does the advertisement refer to particular election or elections?

Yes  No\*

If Yes, what are all of the elections referred to (e.g., state primary on X date)?

Special Plebiscite same date as general Elections (November 3<sup>rd</sup>, 2020)

Does the advertisement refer to a national issue or issues (e.g., Obamacare)?

Yes  No\*

If Yes, what are all of the national issues it refers to?

Who is the sponsor of the advertisement?\*

Equal Rights Access for Educational Leadership Alliance, Inc.

Has the sponsor identified (i) all of its chief executive officers or (ii) all of the members of its executive committee or (iii) all of the members of its board of directors?\*

List the name, address, and the phone number of the contact person buying the time.

Name:

Agency: The Unicom Group, Inc.

Address: PO Box 270004, San Juan PR 00928

Phone Number: 787245-4166

Disposition of Request:

- granted
- denied \_\_\_\_\_ (reason)
- withdrawn \_\_\_\_\_ (reason)
- other \_\_\_\_\_ (describe)

Name of Univision Employee Completing Form:

Elsie Graña/ Maria Vizcarrondo

\*If Yes, additional public file information is required. This information may be collected in NAB Form PB-19.

\*\* This information must be posted to the public file even for purely local and state issue ads. All of the officers or members should be included. The NAB Form PB-19 can be used for this purpose.

## ISSUE (Non-candidate) ADVERTISEMENT AGREEMENT FORM

I, The Unicom Group, Inc. / ERA-ELA, 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:** UNIVISION

Agency name: The Unicom Group, Inc.

Address: PO Box 270004, San Juan, PR 00928

Contact: Ramón L. Del Valle

Phone number: 787-245-4166

Email: ramon@unicomgroups.com

**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: Equal Rights Access For Educational Leadership Alliance, Inc. ERA-ELA

Address: 1000 Maine Ave., SW Suite 400 Washington, DC 20004

Contact: Corinne Gray

Phone number: 202-370-6418

Email: CGray@eastportsllc.com

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

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

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

**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
Signature: <i>Ramiro Del Valle</i>	Signature:
Name: The Unicom Group, Inc.	Name: Elsie Graña
Date of Request to Purchase Ad Time:	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 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: \_\_\_\_\_

\*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.



## INSERTION ORDER

URB PUERTO NUEVO 503 AVE DE DIEGO  
 SAN JUAN PR 00920-3722  
 813\*970\*7057

**VENDOR:** Univision  
**CLIENT:** Unicom Group  
**CAMPAIGN:** ERA-ELA  
**DATE: ORIGINAL** 21-Aug-20

RADIO						
Programa	Fecha	Hora	Costo 30ss	Total Spot	Inversion	
Jugando Pelota Dura	26-Aug	5:55am-8:30p	\$875.00	1	\$875.00	
Jugando Pelota Dura	28-Aug	5:55am-8:30p	\$875.00	1	\$875.00	

<b>TOTAL Inversion</b>	<b>Gross</b>	<b>\$1,750.00</b>
	Neto (15%)	<b>\$1,487.50</b>

*Electronically Signed by*  
*Mayra E Fonseca Zayas*



# CONTRACT



**Univision Receivables Co LLC**  
**Calle Carazo #64**  
**Guaynabo, PR 00969-5635**  
**(787) 300-5000**

<u>Contract / Revision</u> 119621 /		<u>Alt Order #</u>	
<u>Advertiser</u> <b>Equal Rights Access for Edu. Leadership Alli</b>		<u>Original Date / Revision</u> 08/24/20 / 08/24/20	
<u>Contract Dates</u> <b>08/26/20 - 08/28/20</b>		<u>Estimate #</u>	
<u>Product</u> <b>ERA-ELA</b>			
<u>Order Brand</u> Various	<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Calendar	<u>Cash/Trade</u> Cash
<u>Property</u> <b>WLII</b>	<u>Account Executive</u> Lisa Diaz	<u>Sales Office</u> Local-Puerto Ric	
<u>Special Handling</u>			
<u>Demographic</u> Households			
<u>Agy Code</u>	<u>Advertiser Code</u>	<u>Product 1/2</u>	
<u>Agency Ref</u> 6366		<u>Advertiser Ref</u>	

And:

**Unicom Group, Inc.**  
**PO Box 270004**  
**San Juan, PR 9282804**

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	WLII	08/26/20	08/28/20	M-F 7p	7p-8p		:30			NM	2	\$1,750.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		08/24/20	08/30/20	--1-1--				2	\$875.00			
<b>Totals</b>											2	\$1,750.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
08/01/20 - 08/28/20	2	\$1,750.00	(\$262.50)	\$1,487.50
<b>Totals</b>	2	\$1,750.00	(\$262.50)	\$1,487.50

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Univision and its stations do not discriminate in advertising contracts on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or ethnicity, even if handwritten, typed or otherwise made part of a particular contract, is hereby rejected.

## 1. DEFINITIONS

- 1.1 "Advertiser" means the client, whether or not being represented by Agency, for which air time is being purchased under this Contract.
- 1.2 "Agency" means both the advertising/creative firm named on the facing page of this Contract and the Advertiser, unless the context indicates otherwise. If this Contract is entered into directly with an Advertiser, all references in this Contract to "Agency" shall mean "Advertiser."
- 1.3 "Company" means Univision Radio, Inc. ("URI") and any of the URI affiliated stations that will broadcast the Commercials and/or provide the Services (defined below), including without limitation the radio station on the facing page unless the context indicates otherwise.
- 1.4 "Day" means calendar day unless expressly indicated otherwise (such as "business day").
- 1.5 "Contract" means the facing page together with these Conditions of Contract, credit applications of Agency, Company's invoices furnished under this Contract, and all other attachments, schedules, exhibits attached hereto or expressly made a part of this Contract.

## 2. PAYMENT AND BILLING

- 2.1 Promise to Pay. As a material inducement for Company to broadcast Agency's commercial announcements ("Commercials") and/or provide other services, including but not limited to, remote broadcasts and promotions ("Services"), Agency shall pay each Company invoice in accordance with the terms of this Contract.
- 2.2 Billing. Company shall submit invoices to Agency at Agency's address set forth on the facing page of this Contract. Invoices shall be sent by Company at intervals following broadcast of Agency's Commercial(s) or performance of Services.
- 2.3 Payment Due Date. Agency shall pay, or shall cause, such invoice(s) to be paid within thirty (30) days of the invoice date.
- 2.4 Taxes. Any and all sales, use, gross receipts, media or similar taxes whether federal, state or local, which may be charged or assessed for collection by Company on account of this Contract or the performance of any obligations hereunder shall be paid by Agency and shall be included on the invoices as a separate, additional charge.
- 2.5 Manner of Payment. Payments by or on behalf of Agency shall be made, without offset or any deductions, in lawful money of the United States by check (company, cashier's or certified) or by wire transfer to Company's account. (Information regarding such account shall be provided upon Agency's request.) Unless payment shall be made by wire transfer, all invoice payments shall be delivered to Company at the address indicated on the invoice.

## 3. JOINT AND SEVERAL LIABILITY

- 3.1 As a material consideration for Company to broadcast the Commercial(s) and/or provide the Services, Agency and Advertiser shall be jointly and severally liable to Company for all payment and other obligations of Agency under this Contract. Agency and Advertiser each waive notice of default(s) by Agency and/or Advertiser of any of their obligations under this Contract. Advertiser acknowledges and agrees that payment by Advertiser to Agency for services rendered by Agency to Advertiser in connection with or relating to this Contract shall not relieve Advertiser from its joint and several liability obligations to Company hereunder. Without limiting the generality of the foregoing, to the extent permitted under applicable laws (including court decisions), Agency and Advertiser each expressly waives any and all defenses arising under the law of suretyship, including, without limitation, under New York law or any available defenses similar to California Civil Code Sections 2809, 2810, 2819, 2845, 2849, 2850 and 2855, and California Civil Procedure Sections 580a, 580b and 580d, and any similar laws of other states that may be applicable. Agency and/or Advertiser shall not raise or plead any of the foregoing defenses in any dispute or proceeding arising or relating to this Contract.

## 4. PROGRAM AND COMMERCIAL MATERIAL

- 4.1 Programs and Material Supplied by Company. Unless otherwise indicated on the facing page of this Contract, Company shall furnish the program(s) during which Commercials will be broadcast. Agency acknowledges and agrees that all programs and any and all material including trademarks, copyrights and other intellectual property rights (in whatever form or medium including but not limited to: tape, print, audio recording or electronic media) created or provided by or through Company under this Contract shall be the sole and exclusive property of Company and/or Company's licensors.
- 4.2 Commercials. At least five (5) days prior to the broadcast scheduled dates, Agency shall provide Company two broadcast quality copies of each Commercial (in accordance with Company's Advertising Guidelines then in effect) that is to be aired under this Contract. Agency shall also provide complete information for material related to the Commercials or that the Company deems necessary to broadcast each of such Commercials.
- 4.3 Commercial Production and Presentation. Agency shall only deliver Commercials to Company that have been produced in conformance with Company's Advertising Guidelines and Broadcasting Standards then in effect.
- 4.4 Subject of Commercials. Without the prior written consent of Company, Agency shall not use the broadcast time allotted for any of the Commercials to advertise any person or entity other than Advertiser, and shall not advertise any product and/or services other than those described in the facing page of this Contract.

## 5. RESERVED RIGHTS - COMPANY

- 5.1 Programming Changes. The face page of this Contract specifies whether Commercial(s) and Services are scheduled by time or by program. If the Commercial(s) or Services are scheduled by time, then changes in programming set forth in this Section 5.1 shall not affect the terms on the face page of this Contract. If Commercial(s) or Services are scheduled by program, Company shall have the right, at any time to terminate this Contract as to (a) any Commercial(s) within a sponsored program or programs scheduled hereunder if Company discontinues or changes the time of broadcasting of such program or programs, and/or (b) any Commercial(s) scheduled hereunder if the time periods reserved to air such Commercial(s) are no longer available due to changes effected in Company's programming schedule, provided that Company provides Agency with notice of such termination at least ten (10) days prior to the date(s) upon which such Commercial(s) are scheduled to be aired. In the event Company terminates some but not all of the Commercial(s) in accordance with this section 5.1, Agency may terminate this Contract as to the Commercial(s) not canceled by Company that have not yet aired by providing Company with written notice of such termination within seven (7) days of Company's cancellation notice to Agency.
- 5.2 Preemption. Company shall have the right to preempt the broadcast of any program supplied by Company in connection with the broadcasting of any of the Commercial(s) and, in lieu thereof, to broadcast any other program or event which, in its sole discretion, Company deems to be in the public interest or is of public necessity. Company shall notify Agency of such preemption in advance to the extent the circumstances allow for such notification. Otherwise, Company shall notify Agency as soon as reasonably possible after the preemptive event. Any Commercial preempted may be broadcast at a new time selected by mutual agreement of Company and Agency. In the event the parties are unable to reach agreement on the substitute broadcast time, the Commercial(s) preempted shall be deemed canceled without affecting the rates, discounts and/or Company's rights under this Contract, and Agency shall have no obligation to pay any time charges for the canceled broadcast of the affected Commercial.
- 5.3 Right to Reject; Approval of Material and Performers. In accordance with Company's Advertising Guidelines then in effect, each Commercial (initial and edited versions) shall be submitted to Company for clearance as set forth in section 4.2 above. Company, at all times, shall have the right, in its sole discretion, to review and approve or disapprove (reject) any Commercial. Without limiting the generality of the foregoing, Company, at all times, shall also have the right not to air any Commercial that in Company's sole discretion is in bad taste or of poor technical quality, or does not comply with Company's Advertising Guidelines and/or Broadcasting Standards (collectively, the "Standards") then in effect or that Company in good faith believes may violate privacy or other rights of third parties or applicable requirements under FTC (or other) laws or regulations or otherwise. Any Commercial rejected shall be edited by Agency to satisfy: the Standards or Company's other concerns; and/or applicable laws, regulations and/or orders of governmental agencies and/or courts. Expenses related to the delivery of Commercials (and material related to such Commercials) to and from Company shall be paid by Agency. Company may cause Agency to substitute other musical composition for any designated by Agency that cannot be cleared under Company's performing rights licenses then in effect. All material and performers furnished by Agency are subject to Company's prior written approval.
- 5.4 Substantiation of Product. In accordance with Company's Advertising Guidelines, Agency shall provide written substantiation on each product and/or service claim made in any Commercial. Agency shall provide hereunder the kind of substantiation required under FTC advertising requirements. Agency agrees that time is of the essence with respect to its obligations hereunder.
- 5.5 Rates. The rates contained on the facing page shall apply to this Contract only. Company hereby reserves the right to change the rates, discounts and charges hereunder to conform to any new Company rate card(s).

## 6. TERM; TERMINATION; EARLY CANCELLATION; SUSPENSION OF COMMERCIAL BROADCAST

- 6.1 Term. Unless sooner terminated or canceled as provided below, this Contract shall be effective as of the date indicated in the "Date Entered" box located on the facing page of this Contract and, except for rights and obligations, including but not limited to payment obligations that by their nature shall survive termination, shall terminate upon either the last broadcast of a Commercial to be aired under this Contract; performance of the last Service to be provided or the last cancellation of a Commercial that was to be aired or Service that was to be performed under this Contract, whichever comes later ("Contract Term").
- 6.2 Termination by Company; Right to Suspend Airing.
- (a) Company, in its sole discretion, may terminate this Contract upon written notice to Agency in the event that:
- (1) Agency and/or Advertiser have failed to pay any invoice under this Contract as and when due;
  - (2) Agency and/or Advertiser have breached any of its/their obligations (other than the payment of money) under the Contract;
  - (3) Agency and/or Advertiser are/is adjudicated a bankrupt; Agency and/or Advertiser files a petition for protection under bankruptcy or similar insolvency laws; Agency and/or Advertiser makes an assignment of its assets, business or operations for the benefit of creditors; or an involuntary petition under bankruptcy or similar insolvency laws is filed on behalf of Agency and/or Advertiser which is not vacated or discharged within thirty (30) days of such petition's filing date;
  - (4) Company determines in good faith that the credit or assets of Agency and/or Advertiser have been impaired;
  - (5) It comes to the Company's attention or the Company is notified that a claim is pending or threatened against Company, Agency, Advertiser or other person (individual, corporation or other entity) caused by, arising out of, or resulting from Agency's Commercial(s) broadcast or to be broadcast under this Contract including but not limited to the text, art, graphics, music or pictorial content of any Commercial furnished by Agency or program material furnished by Agency or Company; or otherwise; or
  - (6) Agency and/or Advertiser have breached any other agreement with Company, whether now in existence or entered into after the date of this Contract. Company shall provide Agency written notice of termination pursuant to this section 6.2, which shall become effective five (5) days from the notice date.

- (b) If any Company invoice has not been paid as and when due, in its sole discretion and without notice, Company may suspend the broadcast of Commercials scheduled for airing or performance of Services.
- 6.3 Termination by Agency. Agency may terminate this Contract only if Company fails to cure its material breach of this Contract within ten (10) days after receipt by Company of written notice of such breach (the "Cure Period"). If Company fails to cure such breach within the Cure Period, Agency may then give Company written notice of such failure to cure and such termination will be effective ten (10) days after Company's receipt of such notice.
- 6.4 Termination by Mutual Agreement. Company and Agency may terminate this Contract prior to the expiration of the Contract Term upon mutual written agreement.
- 6.5 Force Majeure. The failure to broadcast any Commercial or provide any Service on account of a Force Majeure Event shall not constitute a breach of this Contract by Company.

- (a) In the event of Force Majeure, Company shall have the right to (1) reschedule the unaired Commercial(s) or Services not provided to another time, subject to Agency's consent which shall not be unreasonably withheld or (2) cancel this Contract as to each Commercial which could not be broadcast due to Force Majeure. All or any part of a scheduled program or Commercial not broadcast or which is canceled due to Force Majeure, any make good, credit or rebate for the total or partial interruption or cancellation shall be subject to good faith negotiations of Agency and Company.
- (b) Force Majeure means, without limitation: any act of God, inevitable accident; public emergency or necessity; flood; earthquake; hurricane and other inclement weather; fire; strike or other labor dispute; act of public enemy; enactment, regulation, rule, order or act of government or governmental instrumentality; riot or civil commotion; failure of technical facilities or mechanical breakdown; or other cause of similar or different nature beyond the control of Company.
- 6.6 Cancellation. As long as Agency is not otherwise in material default under this Contract, Agency may cancel this Contract by providing the URI station(s) that were scheduled to air the Commercials no less than fourteen (14) days prior written notice of cancellation.

- 6.7 Effect of Termination or Cancellation - By Company or by Mutual Agreement. If Company terminates this Contract in accordance with section 6.2 or the parties elect to terminate in accordance with Section 6.4, Agency's obligations to pay any and all amounts due and owing to Company under this Contract and/or invoices and all other rights of Company that by their nature survive termination (for example, indemnity rights) shall survive such termination. Agency shall not be relieved from any of its obligations that survive such early termination of this Contract.
- 6.8 Effect of Termination or Cancellation - Agency. If Agency terminates this Contract in accordance with section 6.3, except for Agency's obligations to pay amounts and other charges which have accrued as of the termination date and believed for those other rights which by their nature survive termination (such as indemnity rights), Agency shall have no further obligations under this Contract. If Agency elects to cancel the broadcast of certain Commercials or performance of certain Services in accordance with section 6.6, all fees and other charges which have accrued or that remain outstanding as of the cancellation date shall remain due and payable in accordance with this Contract.

- 6.9 Limitation of Liabilities. IT IS THE EXPRESS INTENTION AND AGREEMENT OF THE PARTIES THAT, IN THE EVENT OF A BREACH OF THIS CONTRACT BY COMPANY, COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ALLEGED UNDER BREACH OF CONTRACT OR TORT THEORIES OR OTHERWISE.

## 7. OTHER COVENANTS

- 7.1 Compliance with FCC and FTC Laws and Regulations; Third Party Consents/Approvals. Agency shall comply with all Federal, state and/or local laws that apply to its business and/or the Commercials or Services. Prior to the delivery of each Commercial to Company, Agency shall have obtained all permits, consents and/or approvals that may be necessary from third parties for the production/content of such Commercial.
- 7.2 Indemnity. Agency and Advertiser shall jointly and severally indemnify, hold harmless and defend Company, its parent and affiliates, and their officers, directors, shareholders, employees and agents (collectively, the "Indemnitees") from all Claims (as defined in the next sentence). The defense rights and indemnity in favor of Indemnitees shall be from and against any liability, claim, cause of action, suit, loss, damages, fine, judgment, settlement and expenses (including attorneys' fees and court costs) which may be sustained, made or incurred by any Indemnitee arising out of any breach or alleged breach of any covenant, warranty, representation or agreement made by Agency and/or Advertiser in this Contract and/or the planned and/or actual broadcast of any Commercial or performance of any Service including without limitation, claims relating to or based upon: (a) infringement or unauthorized use by Agency or Advertiser of, or infringement of any patent, trademark, design, copyright, music performance rights or other proprietary or privacy right of any third party; (b) libel or slander against, or invasion of the right of privacy, publicity or property of, or violation or misappropriation of any other right of any third party; (c) the use of any talent provided by Agency and/or Advertiser for the Commercials; (d) the use of art work or other material in any Commercial; and/or (e) liabilities, losses, damages and expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of the Services or any death, injury, loss or damage to Advertiser's employees or contractors (collectively, the "Claims").
- 7.3 Handling of Property; Mail. Company shall not be liable to any person for the loss of and/or damage to any Commercial or any other material or other property furnished by Agency in connection with the Commercials delivered by Agency to Company pursuant to this Contract, and shall not act as the bailee for such materials. Without the prior written consent of Company, Company shall not be obligated to accept or process any mail, correspondence or telephone inquiries made as a result of Agency's Commercials. Even if Company agrees to the foregoing, Company shall do so at the sole risk of Agency and subject to prompt reimbursement by Agency for all expenses incurred by Company hereunder.

## 8. WARRANTIES AND REPRESENTATIONS

- 8.1 Agency represents and warrants that Agency is the duly authorized agent of Advertiser with full power to act on Advertiser's behalf with respect to this Contract, and Agency has the power to enter into, deliver and perform, this Contract on behalf of Advertiser and Agency. The individual(s) executing this Contract on Agency's behalf is/are authorized to execute and deliver this Contract on behalf of both Agency and Advertiser. Agency agrees that this Contract is the legal, valid and binding obligation of Agency and/or Advertiser, and shall be enforceable against Agency and/or Advertiser in accordance with its terms.

## 9. GENERAL PROVISIONS

- 9.1 Notices. All notices required to be given under this Contract shall be in writing and shall be delivered personally, electronically or by express, certified or registered mail to the respective addresses of the parties set forth on the facing page of this Contract. Notices shall be deemed duly given on the date of personal delivery or on the date received electronically or on the date received if mailed by registered or certified mail, postage prepaid.
- 9.2 Severability. If any provision of this Contract is determined to be invalid or unenforceable, such provision shall not affect the validity or enforceability of any of the remaining provisions.
- 9.3 Waiver. A waiver by any party of any right or of any term or condition provided in this Contract shall not be construed to be a waiver of any other right, term or condition or subsequent breach. Except as provided in this Contract, all remedies, rights, undertakings, obligations and agreements contained in this Contract shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any of the parties.
- 9.4 Entire Agreement. This Contract (as defined above) contains the entire agreement of the parties relating to, and supersedes all prior agreements and understandings (whether written or oral) with respect to the subject matter of this Contract. This Contract may not be amended except pursuant to a written instrument or instruments signed by Company and Agency. Advertiser agrees that it may be required to execute certain documents and provide separate insurance related to any Services in addition to the Commercials set forth on the face page of this Contract.
- 9.5 Broadcast Times. Except as otherwise set forth in this Contract, Company shall broadcast the Commercials on the days and at the approximate hourly times provided in the facing page of this Contract. Times indicated shall be those in effect on the respective days of broadcasting.
- 9.6 Relationship of Advertiser and Agency. If Agency is a recognized advertising agency, an agency commission of up to 15% shall be allowed; provided, however, that Agency shall first disclose the identity of the Advertiser(s) on the facing page of this Contract. If this Contract is entered into with an Advertiser instead of an advertising Agency, no commission shall be allowed or payable to such Advertiser.
- 9.7 Successors and Assigns. Agency shall not assign any of its rights or obligations under this Contract without the prior written consent of Company. Company may assign this Contract to its parent or to any of Company's related subsidiaries, affiliates or any successor business to the business or assets of Company or its parent. This Contract shall inure to the benefit of and shall be binding upon the parties, their successors and assigns. If this Contract is made with the Advertiser (rather than the Agency representing such Advertiser), Advertiser may at any time appoint a recognized agency to act as its agent hereunder; provided, however, that Advertiser shall not be relieved of any of its obligations hereunder.
- 9.8 Governing Law; Venue; Service of Process. This Contract shall be governed and construed in accordance with the New York State laws (without giving effect to the choice of law principles). Each party irrevocably submits to the jurisdiction of any New York State or United States District Court sitting in the Borough of Manhattan in any action or proceeding arising out of or relating to, the transactions contemplated by, this Contract, and irrevocably agrees that any such action or proceeding may be heard and determined only in such New York or United States District Court. Each of the parties waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of an action or

proceeding arising under or relating to this Contract.

- 9.9 Attorneys' Fees. Agency shall be liable to, and shall pay, Company for all expenses (including attorneys fees and expenses) resulting from collection efforts of any amounts due and owing to Company under this Contract. Subject to Agency's obligations to pay for enforcement costs and expenses related to collection of payments, the prevailing party shall be entitled to reasonable attorneys' fees, costs, expenses and interest, including the costs incurred in connection with any dispute arising from the breach of this Contract.
- 9.10 Survival. All payment obligations which have accrued but have not been performed by Agency and all of Company's indemnity and other rights (which by their nature do not expire upon termination or cancellation of this Contract) shall survive any termination or cancellation of this Contract.
- 9.11 Signatures; Counterparts. This Contract may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument. NOTWITHSTANDING AGENCY'S AND/ OR ADVERTISER'S FAILURE TO SIGN THIS CONTRACT ON THE FACING PAGE, THIS CONTRACT SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY AGENCY AND ADVERTISER UNLESS OBJECTED TO IN WRITING WITHIN THREE (3) BUSINESS DAYS OF THE LATER OF THE "DATE ENTERED" OR "DATE LAST MODIFIED" INDICATED ON THE FACING PAGE OF THIS CONTRACT.