



Advertising Terms and Conditions

By placing an order for an Ad (as defined below), the advertiser, sponsor, or contributor of Materials (as defined below), appearance, or logo (collectively, and as applicable, the "Contributor") and its advertising agency or media buying service or other representative, if any ("Agent," and together with Contributor, "Advertiser") hereby agree to the following Advertising Terms and Conditions ("Advertising Terms"):

1. **Precedence.** The insertion order, agreement, or other contract by which BEK Sports Network Inc. (together with its representatives, agents, employees, successors, licensees, digital media placement services and assigns, "BEK") creates, displays, inserts, places, distributes, streams, transmits or broadcasts content or material for Advertiser (the "Ad") is expressly subject to these Advertising Terms, which supersede any pre-printed, conflicting, or additional terms on any purchase order or insertion order issued by Advertiser or its Agent, unless expressly agreed by BEK in a writing signed by BEK. In the event that Advertiser places an Ad for advertisements in connection with BEK's digital ad placement ("Catalyst") advertising placement services, in addition to being subject to these Advertising Terms, such Ad is also expressly subject to the terms and conditions set forth at *Catalyst Digital Ad Placement Terms and Conditions* ("Catalyst Terms") bek.tv/terms, and the Catalyst Terms shall be deemed to be incorporated by reference into the Advertising Terms. Except as expressly provided in these Advertising Terms, in the event of a conflict between these Advertising Terms and the Catalyst Terms, the Catalyst Terms shall be deemed to be controlling solely with respect to content or material that are delivered via Catalyst; for all other Ads, these Advertising Terms control. Additional terms and restrictions applicable to Ads and content or material delivered via Catalyst are set forth in Section 15 below. As used herein, "broadcast" includes transmission over FCC authorized facilities, as well as transmission, display, or distribution of the Ads by BEK via any other means, whether now known or hereafter devised, including mobile distribution, Internet streaming (including, without limitation, via Catalyst), and website, including any website hosted by a third party. These Advertising Terms, together with the Catalyst Terms (if applicable), and together with the Ad, constitute the complete agreement with respect to any Ad (the "Agreement").
2. **Non-Discrimination.** BEK does not discriminate in its contracts, and it will not accept contributions intended to discriminate or to promote discrimination on the basis of race, gender, or ethnicity; Advertiser affirms that nothing in these Advertising Terms or the Agreement is intended to discriminate on these bases, and Advertiser represents that the Materials (defined below) comply with applicable non-discrimination laws and policies.
3. **Invoices and Payment.** Any invoice identifying any Ad(s) and their applicable broadcast format(s), date(s) and time(s), when attested to by BEK, shall constitute an affidavit of performance or proof of performance. All invoices furnished by BEK shall be deemed to be correct, unless Advertiser provides BEK a written, itemized dispute within 30 days. Payment by





Advertiser to BEK is due within 30 days after Advertiser's receipt of said invoice. If not paid when due, such amount shall bear interest at 1.5% per month or the maximum amount permitted by law, whichever is higher, and BEK may suspend or cancel any Ads or withhold "make goods" until all overdue amounts are paid. Advertiser additionally agrees to pay all collection agency fees and expenses, and other costs of collection, including reasonable attorneys' fees and court costs, as well as any taxes imposed on the Ad. If any Ad is purchased pursuant to a cooperative advertising arrangement, the Agent will be the agent of the source of the cooperative advertising funds (such source, the "Vendor"), and Vendor, Agent and the Contributor shall be jointly and severally responsible for payment in full of the entire cost of the Ad within the time specified. Payment by Vendor to Agent or Contributor shall not constitute payment to BEK, and Advertiser remains fully liable for payment irrespective of any dispute between any combination of Advertiser, Vendor, Contributor, and Agent.

4. Positioning; Scheduling. BEK is not required to broadcast any Ad purchased for the benefit of any person or entity other than Advertiser. Unless otherwise set forth in the Agreement, the positioning and scheduling of Ads shall be at BEK's sole discretion. BEK reserves the right to edit, reject or cancel any Ads, space or time reservation, or position commitment at any time for any reason or no reason. All Ads are at all times subject to applicable law and the terms, conditions and restrictions contained, among others, in agreements between BEK and (i) its applicable program suppliers (including networks, leagues, and teams), (ii) in the case of Ads for Catalyst, its third-party services provider(s), or any of its subsidiaries or affiliates, including, without limitation, the Catalyst Terms, as modified and incorporated by reference herein, and (iii) other contributors that contracted for product and/or category exclusivity or other applicable restrictions. BEK may cancel any Ad or portion(s) thereof to broadcast any program that BEK, in its sole discretion, deems to be of public importance or in the public interest. If an Ad is not broadcast pursuant to this paragraph, the parties will negotiate in good faith to agree, as Advertiser's sole remedy, on a satisfactory distribution of the Ad at a later time in a comparable position or time slot (a "make good") to be provided by BEK within a commercially reasonable time and subject to inventory availability.
5. Materials and Logo Release. BEK may use any and all photographs, music, sound recordings, video clips, articles, writings, memorabilia, logos, marks, insignias, or any other materials provided by Advertiser pursuant to this Agreement or in connection with the Ad ("Materials"). BEK will not pay for the use of the Materials and will not pay residual or any other type of royalty in connection therewith. BEK may use the Materials, on a royalty-free basis, worldwide, on any BEK-owned website(s), subdomains, and applications as well as the web site(s), subdomains and applications of its assignees and licensees (together, the "Websites"). Advertiser represents and warrants that it is the owner and/or authorized representative of the Materials and that it has the authority to grant BEK the permission and rights herein granted, and that no one else's permission is required. Advertiser waives any claim against BEK for BEK's use of any Materials provided in connection with this Agreement. BEK may remove or disable access to any Materials at its sole discretion upon BEK's receipt of notice of alleged infringement or non-compliance with any third-party rights concerning the Materials.





6. Provision of Materials. Advertiser, at its expense, will provide all Materials (including scheduling instructions) necessary for Ads at least 48 hours in advance of start of the Ad (exclusive of weekends and holidays) and in accordance with BEK's then-current policies and procedures. BEK may dispose of any such Materials 30 days following the end of the Ad, unless Advertiser has made acceptable prepaid return arrangements that have been mutually agreed upon in writing between BEK and Advertiser. BEK will not be responsible for any Materials not properly displayed or that cannot be accessed or viewed because the Materials were not received by BEK in the proper form, in a timely manner, or in an acceptable technical quality for distribution, and BEK may reject any Materials that fail to meet its standards or specifications, without liability. BEK will not be responsible for typographical errors, incorrect insertions or omissions in Ad or any Materials related thereto.
7. Ownership and Rights. BEK owns all rights, title and interest (including, without limitation, copyright rights) in and to all material and other content that is furnished or produced by BEK hereunder, including any creative, edits, or optimizations made by BEK. Advertiser will not reproduce, use, or authorize any reproduction or use of any such material without BEK's prior written consent. BEK owns all rights, title and interest in and to any user or usage data or information collected via or related to any of the Ads or BEK's websites. Advertiser has no rights to any such information by virtue of this Agreement, and BEK may use such information for reporting, analytics, service improvement, and other lawful business purposes. In providing Materials to BEK for broadcast, Advertiser irrevocably grants BEK a non-exclusive, royalty free license to use, distribute, and sublicense such Materials on the station(s), websites, or other platforms owned and/or operated by BEK and/or its third-party service providers, as selected by Advertiser, including the right to authorize the distribution of broadcast signals by MVPDs on a simultaneous and non-simultaneous, on-demand basis and for BEK to stream advertising containing such Materials over the Internet, via mobile apps, Catalyst, and/or any other technology now known or hereinafter developed. Advertiser represents and warrants that it controls all necessary reproduction, performance and synchronization rights to the Materials and represents that BEK's use of the Materials does not violate any third party's rights.
8. Termination; Disputes. BEK may terminate the Agreement at any time upon notice to Advertiser if Advertiser breaches any provision of the Agreement and may suspend performance (including by pausing or pulling advertisements) immediately upon any breach of the Agreement or nonpayment. Any such termination will not release the Advertiser from its obligation to pay amounts then owed to BEK, which will become immediately due upon BEK's notice to Advertiser. The Agreement is not cancelable by Advertiser, unless otherwise specified on the Ad. Any dispute by Advertiser with any service or invoice provided by BEK shall be reported to BEK in writing within 30 days from the date of invoice relating to the same, time being of the essence (but any such dispute shall not affect Advertiser's obligation to make payment in full within 30 days). Failure to report any such dispute within such time shall constitute a waiver of any claim by Advertiser with respect to such dispute. A waiver by BEK of any term, condition or agreements to be performed by Advertiser or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other term,





condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless signed by an authorized representative of BEK. The Agreement shall be governed by and construed in accordance with the internal laws of the State of North Dakota.

9. Indemnification. Advertiser agrees to indemnify and hold harmless BEK and its officers, directors, shareholders, employees, licensees, agents, and assigns against all claims, liability, causes of action, penalties and damages, including, without limitation, reasonable attorneys' fees, court costs, and expenses, resulting from or relating to the use or broadcast of Materials furnished by Advertiser or otherwise incurred in connection with any breach of this Agreement by Advertiser.
10. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. BEK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY THAT ANY AD WILL BE BROADCAST WITHOUT INTERRUPTION OR ERROR, OR THAT ANY MINIMUM IMPRESSIONS OR REACH WILL BE ACHIEVED EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT. IN NO EVENT WILL BEK BE LIABLE TO ADVERTISER FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY CAUSED BY OR ARISING OUT OF ANY ACTUAL OR ALLEGED BREACH BY BEK OF THIS AGREEMENT, BEK'S HANDLING OF ANY MATERIAL, OR THE MANNER IN WHICH ANY AD IS BROADCAST, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER BEK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF BEK, IF ANY, WILL BE LIMITED TO, AT BEK'S DISCRETION, EITHER: (A) THE AMOUNTS PAID TO BEK BY ADVERTISER FOR THE RELEVANT ADS, OR (B) DISTRIBUTION OF THE RELEVANT AD AT A LATER TIME IN A COMPARABLE POSITION OR TIME SLOT (AS APPLICABLE).
11. Political. Ads subject to the FCC's political advertising requirements will be subject to BEK's Political Disclosure Statement ("PDS"). If the PDS conflicts with the Advertising Terms or any Ad, the PDS will control solely with respect to such political Ads.
12. Miscellaneous. Advertiser represents and warrants that the Materials do not and will not violate any applicable law, regulation or ordinance. Advertiser may not assign or transfer any of its rights or obligations under the Agreement, and any attempted or purported assignment by Advertiser in contravention of the foregoing restriction shall be null and void. The parties intend the Agreement (including the Catalyst Terms, if applicable) to be the complete statement of the terms of their agreement. No course of prior dealing or usage of trade shall be relevant to amend or interpret the Agreement. Advertiser will not be entitled to enjoin, restrain, or otherwise interfere with the development, production, distribution or other exploitation of the Ad or the rights granted to BEK herein. Neither party will be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. The warranties, indemnification obligations, limitations of liability and ownership rights set forth herein will survive the termination or expiration of the Agreement.
13. BEK reserves the right to amend these Advertising Terms at any time. Any amendments to these Advertising Terms by BEK will be posted at bek.tv/terms, so Advertiser should check





such URL address on a regular basis for amendment and updates to these Advertising Terms when making Ads, and Advertiser's further placement of Ads with BEK following the date of any such amendment, through insertion order(s) or otherwise, shall be deemed constitute Advertiser's acceptance of any such amendment. The Catalyst Terms may be amended as set forth in Section 10 (Miscellaneous) thereof, and any such amendments will be posted at bek.tv/terms. Except as provided above in this Section, the Agreement may not be amended other than in a written instrument that has been signed by both parties.

14. These Advertising Terms shall terminate six (6) years following the date of termination of the Agreement.
15. Restrictions. Advertiser shall not (i) modify, copy, display, republish or create derivative works based on any advertising supplied by BEK under any Ad; (ii) frame, scrape, link to or mirror any content forming part of any BEK or Catalyst service, other than on Advertiser's own intranet or otherwise for its own internal business purposes; (iii) reverse engineer any service or product provided by BEK or Catalyst; (iv) access any BEK or Catalyst service in order to build a competitive service, or copy any ideas, features, functions or graphics of any advertising supplied by BEK under any Ad or service; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make any BEK or Catalyst service available to any third-party; (vi) use any BEK or Catalyst service to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or end-user email addresses contrary to any rules applied from spam filtering or blocking services; (vii) use any BEK or Catalyst service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of any third-party privacy rights; (viii) upload to any BEK or Catalyst service or use any BEK or Catalyst service to send or store viruses, worms, time bombs, trojan horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with or disrupt the integrity or performance of any service or the data contained therein; or (x) attempt to gain unauthorized access to any BEK or Catalyst service or its related systems or networks.

September 1, 2026

