



Catalyst Digital Ad Placement Terms and Conditions

These Catalyst Digital Ad Placement Terms and Conditions (the "**Catalyst Terms**"), together with the *Advertising Terms and Conditions* (the "**Advertising Terms**"), and any insertion order or order/confirmation form or other written contract ("**Insertion Order**") signed by or accepted by BEK Sports Network Inc. or any of its subsidiaries, digital media placement services or affiliates ("**BEK**"), or for which BEK provides services, constitute the entire agreement (the "**Agreement**") between BEK and the advertiser, agency and/or media placement service (collectively, "**Advertiser**") purchasing commercial announcements, paid programming, online/web-based advertisements, mobile advertisements and/or other advertising (individually, an "**Ad**" and collectively, "**Ads**"). These Catalyst Terms, together with the Advertising Terms, also form a part of any order for advertising in the unwired television network, BEK properties and/or platforms owned, operated or otherwise selected by BEK, and Impression-Based buy system(s) placed by an Advertiser and accepted by BEK.

General Terms

- 1. Term and Termination.** The term of the Agreement ("**Term**") is the period stated in the Insertion Order. The Term may be extended only by a written agreement executed by the parties prior to the Agreement's expiration date. Unless stated otherwise on the Insertion Order, either party may terminate with or without cause upon thirty (30) days written notice to the other. Either Advertiser or BEK may terminate if the other party is in material breach and such breach is not cured within ten (10) days of written notice from the non-breaching party; provided, however, that BEK may terminate immediately if an Advertiser fails to pay any invoice when due. Upon termination, all charges for Ads that have been telecast or displayed before termination shall become immediately due and payable, including interest on any sums not paid when due at a rate of 1% per month, or the maximum rate permitted by Applicable Laws (as defined herein), if less. If Advertiser terminates, cancels or fails to fulfill all of its obligations, or if BEK cancels or terminates for breach, Advertiser shall not receive the benefit of any previously negotiated discounts, including any reduced pricing resulting from a "bundled" advertising package; said discounts shall be negated and deemed owed by Advertiser.
- 2. Payment.** (a) Ads in Any Media. Advertiser acknowledges that certain Ads will require Advertiser to make full payment in advance. As such, BEK shall invoice Advertiser in advance on a monthly basis (with payment due as set forth in the General Payment Terms below). If any federal, state or local taxes are imposed, such taxes shall be assumed and paid by Advertiser. (b) Television Ads. BEK will bill Advertiser monthly using the standard broadcast month unless otherwise stated in the Insertion Order. Payment is due as set forth in the General Payment Terms below, except that if Advertiser does not meet credit requirements, Advertiser must pay in advance. (c) General Payment Terms. Unless otherwise set forth in the Insertion Order, all payments are due within thirty (30) days of receipt of the applicable invoice (whether single or recurring) and may be due in advance of the display or telecast of the Ad. BEK may assess interest of 1% per month (or the highest rate permitted by Applicable Laws, if less) on any overdue balance. Payment by the Advertiser to its agency or media placement service, or payment by the agency to its media placement service, does not constitute payment to BEK. Upon any failure by Advertiser to make payment, Advertiser is responsible for all reasonable expenses (including attorneys' fees) incurred by BEK in collection of such amounts. (d) No Setoff. Advertiser shall have no right to make any deduction from, or offset, netting or setoff against, any amounts payable by it to BEK under the Agreement and all payments to BEK by the Advertiser or its agency or media placement service shall be made without any such deduction, offset, netting or setoff.
- 3. Rates and Acceptance.** Advertiser agrees to pay the rates and all other charges invoiced. Additional purchases of time are at rates and conditions in effect at the time of such additional purchases. In addition, the purchase by Advertiser of production services for Ads is subject to BEK's standard rates, cancellation policies and content approval process. Some digital advertising and/or outreach solutions and/or online

advertising may be "bundled" together and invoiced as a single product offering with a consolidated cost. BEK may change any monthly recurring charges for online Ads upon thirty (30) days written notice to Advertiser. However, within ten (10) days of receipt of such notice, Advertiser may terminate the Agreement, as of the end of the then-current month and provided Advertiser has paid all outstanding amounts, by sending written notice to BEK. Except as expressly set forth in the Agreement, any extension or renewal, or acceptance of any additional order for Ads, shall be at the sole discretion of BEK. Pricing for any renewal period is subject to change by BEK. Acceptance of any order is contingent on final credit approval by BEK.

4. Advertiser Representations and Warranties. Advertiser represents and warrants that it has the rights to publish, transmit and make copies of the contents of the Ads and all text, data, still pictures, illustrations, graphics, QR codes, URLs, other visual materials and/or audio materials, trade names, trademarks, service marks and metadata that Advertiser includes within an Ad or otherwise provides to BEK for incorporation into any Ads (collectively, the **"Materials"**), and any other material that Advertiser provides to BEK, and to authorize, and hereby does authorize, BEK to (a) edit, and authorize third parties to edit, the Ads for formatting, technical and standards purposes, including, without limitation, conversion to high definition or ultra-high definition, in BEK's sole discretion, and (b) transmit, and authorize third parties to transmit, the same anywhere throughout the world via any television broadcasting ATSC standard(s), the internet, social media platforms, mobile platforms, and other methods of digital distribution without infringing any rights of any third party or violating any Applicable Laws. The term "Applicable Laws" shall include all local, state and federal laws, statutes, ordinances, rules, regulations, codes, standards and orders of any governmental authority or industry body, as well as applicable policies, guidelines, and terms of use of distribution platforms and media channels, including, without limitation, Meta, Google, and other social media, digital and streaming platforms, as applicable. For the avoidance of doubt, the term Applicable Laws includes all local, state and federal privacy and data protection laws. Advertiser further represents and warrants that (i) all Ads and Materials comply with all Applicable Laws and with BEK's commercial and program standards; (ii) the Ads and Materials contain no defamatory matter and do not violate any right of privacy or publicity, or any other proprietary or other rights of any third party; and (iii) the Ads and Materials do not give rise to any product liability or other claim. In addition, Advertiser represents and warrants that, in the event, any of its Ads include a political communication that was produced by or includes materially deceptive content/media. Advertiser will (A) provide BEK with express written notice and a description thereof. and (B) include in said Ad(s) the written disclosure *"This (image, video or audio/ has been manipulated"* in a legible font size easily readable by the average viewer that is no smaller than text appearing in the Ad. Further, Advertiser will ensure that such Ad(s) otherwise comply with all provisions of all Applicable Laws and regulations. For the avoidance of doubt, the indemnification provisions of Section 5 below apply with regard to any breach or alleged breach of the foregoing.

5. Indemnification. (a) Advertiser agrees to indemnify, defend and hold BEK, its parent, subsidiary and affiliated entities, and the respective officers, directors, shareholders, employees and vendors of each of them, harmless against any and all liabilities, losses, damages, claims, demands, actions, investigations, inquiries, subpoenas, proceedings (including, without limitation, those by the Federal Communications Commission ("**FCC**"), Federal Trade Commission ("**FTC**") or any other governmental, regulatory or industry body), settlements, judgments, penalties and expenses (including reasonable attorneys' fees and costs): (i) arising from or related to any violation(s) or alleged violation(s) of any Applicable Laws, including, without limitation, claims for defamation, libel, unfair competition, unfair trade practices, deceptive advertising, violation of rights of privacy or of publicity, claims for music license fees and/or royalties (except for the performance of musical compositions licensed for broadcasting by a music licensing organization of which BEK is a licensee), incremental residuals triggered by BEK's distribution of the Ads, infringement of trademark, trade name, copyright or any other proprietary rights, or any other claims, causes of action or the like arising directly or indirectly from the telecasting, publication or other distribution in any medium of the Ads, Materials or any material furnished by Advertiser or created by BEK at Advertiser's request; (ii) relating to an Advertiser's contest(s) that is not administered by the BEK, and/or (iii) resulting from Advertiser's breach, or alleged breach, of any representation or warranty hereunder. Advertiser agrees to pay all costs of any such action, including expenses and reasonable attorneys' fees for counsel of BEK's selection. (b) BEK agrees to indemnify and hold Advertiser harmless against all liability resulting from the telecast of (i) program material furnished by BEK without creative input by Advertiser; and/or (ii) for the

performance of musical compositions licensed for broadcasting by a music licensing organization of which BEK is a licensee. (c) Each party shall give the other prompt notice of the assertion of any claim or the commencement of any action that may expose the other to liability.

6. DISCLAIMER; LIMITATION OF LIABILITY. BEK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, NONINFRINGEMENT OR TRADE USAGE. IN NO EVENT SHALL BEK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), PUNITIVE DAMAGES OR MONETARY DAMAGES OF ANY TYPE WHATSOEVER. THE AGGREGATE LIABILITY OF BEK SHALL BE LIMITED TO THE AMOUNT RECEIVED BY BEK UNDER THE CONTRACT, OR, IF LESS, THE AMOUNT OF MONEY ASSIGNED AND ACTUALLY RECEIVED BY BEK WITH RESPECT TO THE AD(S) SUBJECT TO THE CONTROVERSY. BEK SHALL NOT BE LIABLE FOR ANY LOSS, COST, DAMAGE, OR EXPENSE (INCLUDING ATTORNEYS' FEES), INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, CAUSED BY OR ARISING OUT OF, EITHER DIRECTLY OR INDIRECTLY, ANY AD OR OTHER PRODUCT DISPLAYED ON ANY WEB SITE OR MOBILE DEVICE, THE MANNER IN WHICH ANY MATERIAL IS DISPLAYED ON OR DISTRIBUTED TO WEB SITE(S) OR MOBILE DEVICES, THE FAILURE TO DISPLAY OR DELIVER ANY AD OR OTHER PRODUCT ON THE APPLICABLE WEB SITE(S) OR MOBILE DEVICES, OR ANY TECHNICAL MALFUNCTION, COMPUTER ERROR, DELIVERY FAILURE OR LOSS OF DATA OR OTHER INJURY, ARISING, DIRECTLY OR INDIRECTLY, FROM ADVERTISER'S USE OF BEK'S SERVICES OR THE SERVICES OF ANY BEK VENDORS. SPECIFICALLY, AND WITHOUT LIMITING THE FOREGOING, BEK AND BEK VENDORS DO NOT REPRESENT OR WARRANT THAT ANY AD WILL BE DISPLAYED OR OTHERWISE TRANSMITTED WITHOUT INTERRUPTION OR ERROR.

7. Disputes. ANY DISCREPANCY, DISPUTE OR DISAGREEMENT BY ADVERTISER WITH ANY BROADCAST, DISPLAY, AD, PRODUCT, SERVICE OR AMOUNT CHARGED HEREUNDER (A "**DISPUTE**") MUST BE REPORTED TO BEK IN WRITING WITHIN NINETY (90) DAYS FROM THE LAST SCHEDULED AIR DATE OR PUBLICATION DATE OF THE AD OR THE INVOICE DATE (WHICHEVER IS LATER), TIME BEING OF THE ESSENCE. ADVERTISER'S FAILURE TO DO SO SHALL CONSTITUTE A WAIVER OF ANY CLAIM BY ADVERTISER ARISING FROM THE DISPUTE.

8. Assignability. Advertiser may not assign the Agreement without BEK's prior written consent, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, in the event that Advertiser enters into an agreement to sell all or substantially all of its assets or ownership interests, it will contractually require the purchaser of said assets or ownership interests to assume any outstanding Insertion Orders.

9. Confidentiality. Neither BEK nor Advertiser shall disclose to any person or entity, directly or indirectly, without the prior approval of the other, (a) the terms of the Agreement, or (b) any other non-public information relating to the other party obtained by virtue of the Agreement, except on a confidential basis to its business, legal and financial advisors or as required to be disclosed under Applicable Laws or by legal process. Notwithstanding the foregoing (i) BEK shall at all times maintain the right to disclose the terms of the Agreement (A) to BEK's affiliated entities and third party vendors for the purpose of performing its obligations under the Agreement; (B) to clients of a media buyer or agency; (C) to any potential buyers of BEK; and (D) to any third party pursuant to a subpoena, court order or similar judicial process without notice to, or consent of, Advertiser; and (ii) Advertiser shall at all times maintain the right to disclose the terms of the Agreement (A) to Advertiser's affiliated entities; (B) to any potential buyers of Advertiser; and (C) to any third party pursuant to a subpoena, court order or similar judicial process without notice to, or consent of, BEK.

10. Miscellaneous. BEK does not discriminate in the acceptance or placement of advertising on the basis of race, gender or ethnicity; any order for advertising which includes any restriction in the placement of the advertising based on race, gender or ethnicity will not be accepted. BEK is not required to broadcast, publish or otherwise distribute an Ad for any advertiser other than the Advertiser named on the Agreement, or for any product or service other than as specified on the Agreement. Nothing in the Agreement shall be

deemed to create the relationship of partners, joint venturers, employer-employee, or franchiser-franchisee between the parties. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. The representations, warranties, confidentiality and indemnification obligations, limitations of liability and ownership rights set forth herein shall survive the termination, cancellation, suspension or expiration of the Agreement. All notices that either party may be required or may desire to serve upon the other in connection with the Agreement shall be in writing and may be provided via electronic mail, served personally or by prepaid registered or certified United States mail or by private mail service (such as Federal Express or UPS), to the address, or e-mail address, of the other party on the Insertion Order. Notices delivered by electronic mail shall be deemed received on the date sent, provided that no bounce-back or other delivery failure notice is received. The Agreement shall be governed by the laws of the State of North Dakota. The Agreement constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior agreements. These Catalyst Terms apply to any future advertising order by Advertiser, unless a new set of Catalyst Terms is posted by BEK. In the event of any inconsistency between the Catalyst Terms and an Insertion Order, the Catalyst Terms control. The Insertion Order is incorporated into the Agreement by this reference. BEK's obligations under the Agreement are subject to the licenses held by it and to Applicable Laws. BEK makes no warranty, guarantee or representation about (a) BEK, (b) BEK's programming, (c) other advertising on the BEK and the placement of the Ads in relation thereto, and (d) whether there will be any result or return from any Ads. BEK has the right to change these Catalyst Terms at any time and will update the "Effective Date" shown at the end of the Catalyst Terms to reflect the date of the changes. If Advertiser does not agree to such changes with respect to any Agreement or Insertion Order entered into prior to the new Effective Date, it must send written notice to BEK rejecting same within thirty (30) days of the change in Effective Date, or the changes will be deemed accepted. If Advertiser provides such notice of rejection, the changes will not apply to any Agreement or Insertion Order entered into prior to the new Effective Date. Except as provided in the foregoing three sentences, this Agreement cannot be modified except in a writing that is signed by both parties. All Agreements or Insertion Orders entered into after an Effective Date will be subject to the Catalyst Terms in effect on the date of the Agreement or Insertion Order.

Additional Terms for Television

1. Failure to Telecast. BEK may substitute any Ad for any matter that BEK deems, in its sole discretion, is of greater importance. Unless stated otherwise on the Insertion Order, all Ads are preemptible. In any case, all Ads are subject to these Catalyst Terms. If BEK does not telecast an Ad at any stipulated time, BEK may telecast the Ad at a subsequent time. BEK's liability for failure to telecast shall not exceed the amount paid by Advertiser for telecast of the Ad and in no event is Advertiser entitled to monetary damages. Except as set forth in this section and Section 2, if the Ad is not telecast by BEK, Advertiser is not required to pay for the non-telecast or is entitled to a refund of any amount already paid. For an Ad(s) that is ordered to air on BEK and/or Impression-Based buy system(s), if said Ad airs in at least 95% of the Purchased Footprint, the Ad is deemed to have cleared, and Advertiser agrees to pay in full. For purposes of this section, the "Purchased Footprint" is the aggregate demographic measurement and coverage area set forth in the Insertion Order (*e.g.*, audience sold and/or guaranteed to be delivered across a certain number of specific markets). In addition, notwithstanding anything to the contrary in the Agreement, if an Ad is exhibited for at least ninety percent (90%) of the duration of the time ordered, or within five (5) minutes of a requested time, Advertiser agrees to pay in full. Upon mechanical failure, equipment problem, utility outage, technical problem, act of God, accident, fire, flood, tornado, hurricane, lock-out, strike or other labor dispute, war, terrorist act, earthquake, explosion or any other event beyond the reasonable control of BEK, BEK shall not be liable for any failure to perform.

2. Materials. Advertiser shall furnish all Materials at Advertiser's expense. Subject to the following sentence, Advertiser shall deliver Materials and telecast scheduling instructions to BEK before the BEK's established deadlines and no less than two (2) full business days before scheduled telecast. As many as four (4) business days advance delivery may be required during periods that include nationally recognized holidays. Delivery of Materials for the BEK or Impression-Based buys must be four (4) business days before scheduled telecast. If Advertiser fails to meet these deadlines or to use the time contracted for, BEK may substitute another spot/program at Advertiser's expense and Advertiser remains liable for the full

amount contracted for herein. All Ads are subject to approval of BEK (before and ongoing during the scheduled run). BEK may refuse at any time to telecast an Ad if BEK determines, in its sole discretion, it to be illegal, unsatisfactory, unsuitable, contrary to the public interest, or contrary to its business interests. This Agreement does not obligate BEK to telecast any Ad or any material inconsistent with the policies or practices of BEK. If any Ad is unsatisfactory, BEK shall make reasonable efforts to notify Advertiser. Unless Advertiser furnishes satisfactory material 72 hours before the scheduled telecast time, BEK may, at its option (a) substitute its own material, (b) terminate the Agreement, and/or (c) hold Advertiser liable for all time reserved. BEK may solicit and telecast programs or announcements that compete with Advertiser's business, products or services. BEK will not return tapes and other material unless:

- (i) Advertiser requested their return in the Agreement, and
- (ii) Advertiser picks up the material at its own expense within thirty (30) days after initial receipt by BEK. Otherwise, BEK may dispose of all material, including materials created by BEK for Advertiser. Video shot by BEK for Advertiser may be used by BEK in commercials or programs for other customers and will not necessarily be retained by BEK unless specified in the Insertion Order. Advertiser represents that all material furnished to the BEK (A) is closed captioned, if required by the rules and regulations of the FCC, in accordance with FCC requirements, (B) complies with all Applicable Laws, and (C) does not violate the rights of any third party.

3. Sponsorship Identification. This Section shall constitute notice to Advertiser of the foreign sponsorship disclosure requirements set forth in Section 73.1212 of the FCC's rules and regulations (the "**Sponsorship Identification Rules**"). Subject to any disclosures made to BEK pursuant to the following sentence, Advertiser warrants and represents that neither Advertiser nor, to the best of Advertiser's knowledge, anyone involved in the production or distribution of the Materials qualifies as a "foreign governmental entity" as defined in the Sponsorship Identification Rules. Prior to BEK's established deadlines and no less than two (2) full business days before the scheduled telecast of the Materials, Advertiser shall furnish BEK with all information as required by Applicable Laws related to sponsorship identification, including Sections 317, 507, and 508 of the Communications Act of 1934, as amended, and the Sponsorship Identification Rules.

Additional Terms for Other Parties' Digital Properties and Outreach Solutions

1. General. These terms apply to digital advertising and outreach solutions such as retargeting, audience extension, connected tv ("**CTV**"), audio and/or video streaming services ("**Streaming**"), search engine marketing, geofencing, social media advertising and email marketing. As clarification, retargeting aims to deliver digital Ads to users who have already visited an advertiser's website, mobile application, or other online content, showing these Ads as the user browses other sites. Audience extension uses data and audience modeling to reach new users who share similar characteristics or behaviors with an advertiser's existing audience, even if they haven't visited the advertiser's website. CTV is an advanced video ad delivery platform that enables advertisers to target users while using their connected devices through validated data targeting sets. Streaming also refers to digital ads delivered over the internet to a user's device and may include podcasting, which is a specific type of streaming audio content where advertisers can purchase advertising within episodes. Search engine marketing involves the promotion of an advertiser's website by increasing its visibility in search engine results pages, consistent with the search engine sites' guidelines. Geofencing creates a "virtual fence" around a specific geographic area aiming to deliver Ads to mobile devices within a given perimeter. Social media advertising facilitates the promotion of an advertiser on social media sites using the social media sites' inventory, consistent with the social media sites' guidelines. Email marketing uses electronic mail (email) to communicate messages/deliver Ads.

2. No Warranties. Services to be provided must be set forth in an Insertion Order accepted by both parties. Services are provided "as is" without any express or implied warranties. BEK has no direct control over third-party networks or final positioning results. BEK does not guarantee any particular ranking within any search engine listings, or impressions, the number of times an Ad will be displayed, social reach, click rates, page likes, video views or engagement rate. BEK aims to achieve optimal placement but search engines may do some or all of the following: drop URLs without notice; index some pages of a site but not others; not accept new sites or not index new sites for long periods of time; ignore requests for updates; change the criteria for results and positioning at any time; index press releases, reseller sites, news articles,

investor information and other sites that reference Advertiser ahead of Advertiser's own website; etc.

3. Materials. Advertiser will provide all Materials to BEK. Advertiser grants to BEK, and represents and warrants that it has the right to grant, a non-exclusive, royalty-free, fully-paid up, worldwide right and license to distribute, transmit, publish, copy, store, reproduce, perform, exhibit, display or otherwise use (a) the Materials for the purpose of providing the Ads; and (b) Advertiser's trade name and associated trademarks or service marks for purposes of registering custom URLs, purchasing keywords or otherwise engaging in search engine marketing or similar services on behalf of Advertiser. Advertiser shall submit Materials in accordance with BEK policies in effect from time to time, including policies regarding format and submission deadlines. BEK may refuse to include (or may remove where applicable) any Materials in their sole discretion. Any expense associated with the delivery of Materials to BEK shall be the responsibility of Advertiser. BEK may dispose of any such materials delivered.

4. Copyrights and Trademarks. Advertiser unconditionally represents, warrants and guarantees that any elements of text, graphics, photos, designs, trademarks, other visual materials and/or audio materials and any other artwork furnished to BEK for inclusion in the Ads are owned by Advertiser, or that Advertiser has permission from the rightful owner to use each of these elements in the Ads.

5. Content Restrictions. Digital advertising campaigns may be subject to restricted advertising guidelines. This includes but is not limited to advertising categories such as Alcohol, Tobacco/Cigarettes Vaping, Firearms, Adult Content, Marijuana/CBD/THC, Sports Betting/Gambling/Casinos, Personal Loans, Healthcare/Medical, and other content that could be deemed inappropriate by BEK. These categories will be subject to advertising restrictions set forth by BEK. Upon written request, BEK will provide Advertiser with the guidelines surrounding a particular category or advertising solution.

6. Paid Search and YouTube Advertising. In return for a fee set forth in the Insertion Order, the BEK will create an Ad from content provided by Advertiser in accordance with the rules and guidelines of Microsoft Bing, Google, Inc. and/or their affiliates or subsidiaries (*e.g.*, YouTube), and after Advertiser approves the Ad through email, contract with Microsoft Bing, Google, Inc. and/or its affiliates or subsidiaries to display the Ad as "Sponsored Content" to users with the targeted parameters during a specified time period set forth in the Insertion Order or in an agreed upon writing between both parties; *e.g.*, email from Advertiser to BEK. Management fees for all Google marketing services, including services by its affiliates or subsidiaries, used in digital advertising are included in the cost listed in the Insertion Order. Google marketing services provided by BEK are subject to third-party advertising guidelines found here:

- Ads, Advertiser landing pages and websites also need to comply with <https://support.google.com/>
- All Ads must comply with Google's Housing, Employment, and Credit (HEC) guidelines found here: <https://support.google.com/>
- Microsoft Bing marketing services provided by BEK are subject to Microsoft's third-party advertising guidelines found here: [Microsoft Advertising Help Center](https://support.google.com/)
- All Ads on YouTube must conform with YouTube's Community Guidelines, Technical Guidelines, and Advertising Policies found here: <https://support.google.com/>

Before an Ad can display on YouTube, it is reviewed by Google staff to make sure it adheres to the above guidelines. BEK does not have any control over the final decision regarding whether an Ad complies with such guidelines, nor does BEK have any control over the length of the review process.

Advertiser acknowledges that there is not a set number of times the Ad will be displayed. Content within the Ad cannot be changed by Advertiser within the last fourteen (14) days of the campaign without jeopardizing performance of the campaign. Advertiser acknowledges that optimizations to a campaign may occur throughout the months contracted, including, but not limited to, keyword and optimization changes, adjustments to copy to increase relevancy, and/or necessary improvements to the build to ensure campaign delivery. BEK will provide a written outline of changes to the Ad on Advertiser's

written request. Campaign specific reporting will be delivered via an online dashboard that will be provided to Advertiser at the start of the campaign.

Once a campaign is live, Advertiser acknowledges and understands that all advertising campaigns are still subject to the policies, guidelines, and automated review processes of third-party advertising platforms. BEK has no control over these automated review systems, platform enforcement actions, or the timing of platform reviews and approvals. Campaigns may be paused, restricted, or disabled without notice due to automated or manual platform actions, including, but not limited to, suspected policy violations, restricted content flags, or required website or account updates. Advertiser agrees that BEK shall not be held liable for any delays, disruptions, or losses arising from such third-party platform actions, and further acknowledges that resolution of these issues may require Advertiser action and is subject to the timelines and discretion of the respective platform(s). All Google Merchant Center accounts and any other advertising platforms or accounts utilized in connection with the Ads are, and shall remain, the sole property of BEK.

7. Social Media Advertising. In return for a fee set forth in the Insertion Order, BEK will create an Ad from content provided by Advertiser for the social media platform designated in the Insertion Order (*e.g.*, Facebook, Instagram, LinkedIn, TikTok) in accordance with the applicable platform's rules and guidelines, and after Advertiser approves the Ad through email, contract with the relevant platform to display the Ad as "Sponsored Content" to the platform's users with the targeted parameters during a specified time period set forth in the Insertion Order or in agreed upon writing between both parties; *e.g.*, email from Advertiser to BEK. BEK endeavor to use reasonable efforts to review Ads for general compliance with applicable platform guidelines; however, not all Ads are reviewed, and any review by the applicable platform (*e.g.*, Meta, LinkedIn, TikTok) may be conducted through an automated process. BEK does not have any control over the final decision regarding whether an Ad complies with such guidelines, nor does BEK have any control over the length of the review process.

Social Media management fees for all social marketing services used in digital advertising are included in the cost listed in the Insertion Order. Advertiser acknowledges that optimizations to a campaign(s) will occur throughout the months contracted, including, but not limited to, optimization changes, adjustments to copy to increase relevancy and/or necessary improvements to the build to ensure campaign delivery. BEK will provide a written outline of changes to the Ad on Advertiser's written request.

Once a campaign is live, Advertiser acknowledges and understands that all advertising campaigns are still subject to the policies, guidelines, and automated review processes of third-party advertising platforms. BEK has no control over these automated review systems, platform enforcement actions, or the timing of platform reviews and approvals. Campaigns may be paused, restricted, or disabled without notice due to automated or manual platform actions, including but not limited to suspected policy violations, restricted content flags, or required website or account updates. Advertiser agrees that BEK shall not be held liable for any delays, disruptions, or losses arising from such third-party platform actions, and further acknowledges that resolution of these issues may require Advertiser action and is subject to the timelines and discretion of the respective platform(s). All Facebook Advertising accounts and any other advertising platforms or accounts utilized in connection with the Ads are, and shall remain, the sole property of the BEK.

8. CTV/STREAMING. CTV/Streaming Ad campaigns are served through an ad server(s) with targeted parameters as set forth in the Insertion Order. Advertiser acknowledges that there is no set number of times the CTV/Streaming Ad will be displayed, and BEK reporting metric(s) will be used to determine the fees due under the Insertion Order. Advertiser acknowledges that requested changes to targeted parameters (including but not limited to geographical, targeting, demographic or audience segments) to campaigns that have already begun may require a new Insertion Order.

9. Email Marketing. Targeting Email Marketing ("**Email Marketing**") allows the Advertiser to send electronic mail messages to qualified members of an opt-in database that fit the profile of an Advertiser's

most likely intended audience. Intended audiences are built through count requests based on desired demographics provided by Advertiser ("**Audience Networks**"). BEK does not have any direct control over Audience Networks. Advertising materials deployed in an Email Marketing campaign may be comprised of a blend of various types of media, which may include emails and sponsored emails. BEK does not guarantee sales as a result of Email Marketing (or any other advertising).

10. Pixels. For certain Ad campaigns, digital media placement services may require Advertiser to place a single-pixel GIF ("**Pixel**") on Advertiser's website to count users who have visited particular pages of Advertiser's website or to access certain cookies (a small entry in a text file placed on a user's device to keep track of visited pages). Some digital media placement service may use Pixels and other technologies to recognize which links visitors click and to track how users respond to ads placed on websites or applications. Pixels, in combination with cookies, allow a digital media placement service to track the number of users who view particular pages and to fine tune the advertising messages delivered to users of the website and application. Advertiser acknowledges that the digital media placement service may utilize Google Tag Manager ("GTM") to manage and deploy tracking Pixels and may request Advertiser to install GTM on Advertiser's website for the placement and management of such Pixels. Advertiser represents and warrants that it is the owner of the website where the Pixel is placed, and Advertiser has permission to use the Pixel in the campaign(s). In the event Advertiser removes the Pixel from the website or in the event of any modifications, suspension, termination, or discontinuation to the services, BEK will not be responsible for any unfulfilled or incomplete campaigns, and makegoods will not be offered for the undelivered impressions.

11. Advertiser Pixels. If any Ad provided by or on behalf of Advertiser contains one or more Pixels for ad impression tracking for Connected TV, web attribution or other related data measurement ("**Advertiser Pixel(s)**"), then Advertiser represents and warrants that Advertiser (and any third party acting on Advertiser's behalf) is, and will remain, in compliance with all Applicable Laws, including but not limited to all data protection and privacy laws. Further, Advertiser also represents and warrants that (a) no personal information or personally identifiable information (as such terms are defined by applicable data privacy laws) shall be collected in connection with any Advertiser Pixel(s), and (b) any data collected by the Advertiser Pixel(s) will be used solely for the purpose of measurement for the specific campaigns running on the digital media placement service platforms. Advertiser shall indemnify and hold BEK harmless from and against any claims, losses, costs and any expenses arising out of or relating to any Advertisement campaign.

September 1 2026