

- 1. The rights and obligations of the parties and all interpretations and performance of these services shall be governed in all respects by the laws of the Commonwealth of Virginia or the laws of the United States. Any action rising under or related to these services shall be brought only in a court of competent jurisdiction situated in either the County of Fairfax, Virginia, or the city of Alexandria, Virginia, and the parties hereby submit and consent to the exercise of personal jurisdiction over them by such courts for the purpose of any such action.
- 2. The NRA may, in its sole discretion, terminate this order, for or without cause, immediately upon written notice to advertiser.
- 3. The Advertiser warrants that: a) the material does not violate copyright law, trademark law, trade secret law, a right publicity, a right to privacy or any other right; and b) the material contains no material that is obscene, libelous and defamatory or is otherwise unlawful.
- 4. Billing of advertising space and other relative charges is only permitted when an NRA credit application has been previously submitted to and approved by the Association's Financial Services Division. Otherwise, prepayment will be required until such is satisfied. Payment terms are NET 30.
- 5. Notwithstanding to whom bills are rendered, Advertiser and Agency, jointly and severally, shall remain obligated to pay to NRA the amount of any bills rendered by NRA within the time specified and until payment in full is received by NRA. Payment by Advertiser to Agency or to Service, or payment by Agency to Service, shall not constitute payment to NRA. In the event that ads are placed by a third party in "care of" an Agency or Advertiser, the Agency and Advertiser assume full responsibility jointly and severally for all actions of such third party and for payment of print or online advertising placed by that third party.
- 6. Extension of credit to Agencies is based on the Agency's acceptance of liability for all advertising placed by them and billed to their account. No endorsement, statement or disclaimer on any insertion order, check or letter shall act as an accord or satisfaction, or as a waiver of this condition unless and until it is accepted by NRA by a separate written agreement signed by a duly authorized representative of NRA. In the event of nonpayment of any Agency account, prior to referring said account for third party collections, NRA reserves the right to contact the Agency's client(s), as disclosed principal(s), for payment. If the outstanding balance is still not satisfied, NRA may proceed with collections against both the Agency and the Advertisers. No such action on the part of NRA shall relieve the Agency of liability for the debt.
- 7. Instructions to change advertiser's creative's must be received in writing in advance of start date. If creative is picked up from previous campaign due to late submission for campaign start date, there will be no make goods or campaign extensions.
- 8. Advertising creative's must be supplied to specifications and delivered to NRA by deadline

provided for program or it may not run. Late creative submission or reprocessing of ad creative's may incur additional production charges.

- 9. **Best of NRA Publications and NRA Insider e-newsletter advertisers/agencies please note:** Failure to cancel any e-newsletter insertion order in writing to NRA Publications within 15 business days of the delivery date will result in a 50% charge of the insertion order price. Failure to cancel any e-newsletter insertion order in writing to NRA Publications within 5 business days of the delivery date will result in a 100% charge of the insertion order price. Failure to submit creative assets in the specified time-frame prior to any e-newsletter delivery date, the advertiser/agency will incur a 100% charge of the insertion order price. Advertiser/Agency agrees and will not contest these charges.
- 10. Banner campaigns served on the NRA Publications Network are subject to the following conditions unless stipulated in writing and agreed upon NRA Digital Operations: Banner delivery by express default is Run of Site. Campaigns programmed in excess of one month will have total impressions served by campaign end date. Campaigns may be extended 30+ days to fulfill any impression shortfall.

Failure to cancel any banner campaign insertion order in writing to NRA Publications within 15 business days of the delivery date will result in a 50% charge of the insertion order price. Failure to cancel any banner campaign insertion order in writing to NRA Publications within 5 business days of the delivery date will result in a 100% charge of the insertion order price. Failure to submit creative assets in the specified time-frame prior to any banner campaign start date, the advertiser/agency will incur a 100% charge of the insertion order price. Advertiser/Agency agrees and will not contest these charges.