

## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "**Agreement**") by and between Beacon TV, Inc., a Delaware corporation ("**Purchaser**"), and Mike Lindell (collectively with its affiliates, "**Recipient**"), is dated as of October 3, 2021 (the "**Effective Date**"). Purchaser and Recipient shall each be referred to herein individually, as a "**Party**" and collectively, as the "**Parties**."

1. General. In connection with the consideration of a possible negotiated transaction involving OAN and its assets (a "**Possible Transaction**"), Purchaser is prepared to make available to Recipient certain "Evaluation Material" (as defined in Section 2 below) in accordance with the provisions of this Agreement, and Recipient hereby agrees to take or abstain from taking certain other actions as hereinafter set forth.

2. Definitions.

(a) The term "**affiliates**" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person.

(b) The term "**Evaluation Material**" means information (whether oral, written, electronic or otherwise) concerning Provider which has been or is furnished to Recipient or its Representatives (as defined below) by or on behalf of Provider in connection with Recipient's evaluation of a Possible Transaction, including Provider's business, financial condition, operations, assets and liabilities, and includes all notes, analyses, compilations, studies, interpretations or other documents prepared by Recipient or its Representatives to the extent they contain or are based upon information furnished by Provider hereunder. The term Evaluation Material does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by Recipient or any of its Representatives in breach of this Agreement, (ii) was within Recipient's or its Representatives' possession prior to its being furnished to Recipient by or on behalf of the Provider, provided that the source of such information was not known to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Provider with respect to such information, (iii) is or becomes available to Recipient or its Representatives from a source other than Provider or its Representatives, provided that such source is not known to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Provider with respect to such information or (iv) is independently developed by or on behalf of Recipient through Persons who have not had, either directly or indirectly, access to or knowledge of the Evaluation Material.

(c) The term "**Representatives**" shall mean a Party's affiliates and the respective directors, officers, employees, partners, agents, attorneys, accountants, investment bankers and financial advisors of such Party and its affiliates.

(d) The term "**Person**" includes the media and any corporation, partnership, limited liability company, group, individual or other entity, whether organized in the United States or elsewhere.

3. Use of Evaluation Material. (a) Recipient shall, and shall cause its Representatives to, use the Evaluation Material solely for the purpose of evaluating, negotiating and/or consummating a Possible Transaction, keep the Evaluation Material confidential, and,

subject to Section 5, will not, and will cause its Representatives not to, disclose any of the Evaluation Material in any manner whatsoever; provided, however, that any Evaluation Material may be disclosed to Recipient's Representatives who need to know such information for the sole purpose of helping Recipient evaluate, negotiate and/or consummate a Possible Transaction; provided, further, that Recipient instructs each of its Representatives to be bound by the terms of this agreement applicable to Representatives to the fullest extent as if they were Parties hereto. Recipient agrees to be responsible for any breach of the applicable provisions of this Agreement by any of Recipient's Representatives.

(b) This Agreement does not grant Recipient or any of its Representatives any license to use the Provider's Evaluation Material except as provided herein. In addition, all proprietary and intellectual property rights in and to the Evaluation Material shall remain the sole property of Provider, and nothing in this Agreement shall be construed in any way to grant to Recipient or its Representatives or any other Person any express or implied option, license or other right, title or interest in or to any Evaluation Material, or to any intellectual property rights embodied in such Evaluation Material.

4. Non-Disclosure of Discussions. Subject to Section 5, each Party agrees that, without the prior written consent of the other Party, such Party will not, and it will cause its Representatives not to, disclose to any other Person (i) that Evaluation Material has been provided to Recipient or Recipient's Representatives, (ii) that discussions or negotiations are taking place between the Parties concerning a Possible Transaction or (iii) any of the terms, conditions or other facts with respect thereto (including the status thereof).

5. Legally Required Disclosure. If Recipient or its Representatives are requested or required (by oral questions, interrogatories, other requests for information or documents in legal or administrative proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Evaluation Material or any of the facts disclosure of which is prohibited under Section 4 above, Recipient shall (to the extent legally permissible) provide Provider with prompt written notice of any such request or requirement together with copies of the material proposed to be disclosed so that Provider may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Provider, Recipient or any of its Representatives is nonetheless legally compelled or upon the advice of outside counsel reasonably believes it is required by a governmental authority to disclose Evaluation Material or any of the facts disclosure of which is prohibited under Section 4, Recipient or its respective Representatives may, without liability hereunder, disclose to such requiring Person only that portion of such Evaluation Material or any such facts which Recipient or its Representatives reasonably believe upon advice of outside counsel is legally required to disclose, provided that Recipient and/or its Representatives cooperate with Provider, at Provider's request and sole expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded such Evaluation Material or such facts by the Person receiving the material. If Provider or its Representatives are requested or required (by oral questions, interrogatories, other requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the facts disclosure of which is prohibited under Section 4 above, Provider shall (to the extent legally permissible) provide Recipient with prompt written notice of any such request or requirement together with copies of the material proposed to be disclosed so that Recipient may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a

protective order or other remedy or the receipt of a waiver by Recipient, Provider or any of its Representatives is nonetheless legally compelled to disclose any of the facts disclosure of which is prohibited under Section 4, Provider or its respective Representatives may, without liability hereunder, disclose to such requiring Person only that portion of such facts which Provider or its Representatives is legally required to disclose, provided that Provider and/or its Representatives cooperate with Recipient, at Recipient's request and sole expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded such facts by the Person receiving the material.

6. "Click Through" Agreements. The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by an offering memorandum or electronic database, dataroom, or similar repository of Evaluation Material to which Recipient or its Representatives are granted access in connection with this Agreement or a Possible Transaction, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, "clicking" on an "I Agree" icon or other indication of assent to such additional confidentiality conditions, it being understood and agreed that Recipient's and its Representatives' confidentiality obligations with respect to the Evaluation Material are exclusively governed by this Agreement and may not be enlarged except by an agreement executed by the Parties hereto in writing.

7. Return or Destruction of Evaluation Material. Upon the request of Provider for any reason, Recipient will, and will cause its Representatives to, promptly after receipt of such notice or request, return or, at Recipient's option, destroy all Evaluation Material. In case Recipient elects to destroy such material, Recipient shall provide to Provider a certificate of compliance with the previous sentence signed by an authorized officer of Recipient. Notwithstanding the return or destruction of the Evaluation Material, during the term of this Agreement, Recipient and its Representatives will continue to be bound by Recipient's obligations hereunder with respect to such Evaluation Material. Notwithstanding the foregoing, (i) Recipient shall be permitted to retain one copy of such materials as may be necessary to document its consideration of any Possible Transaction for the purpose of establishing its compliance with any applicable laws or regulations and for defending or maintaining any litigation (including any administrative proceeding) relating to this Agreement or the Evaluation Material, but such retained materials shall be kept only in its record archives (except to the extent used for any such purpose); and (ii) neither Recipient nor any of its Representatives shall be required to destroy or erase any electronic copy of such materials that is created pursuant to such person's standard electronic backup and archival procedures, if only personnel whose functions are primarily information technology in nature have access to such retained copies (except to the extent used for any purpose outlined in clause (i) above) and such personnel's access is limited to that reasonably necessary for the performance of their information technology duties (e.g., for purposes of system recovery). All Evaluation Material that is not returned or destroyed as permitted by the immediately foregoing sentence shall remain subject to this Agreement for so long as such materials are so retained.

8. No Solicitation/Employment. Without the prior written consent of Provider (which consent may be given or withheld in Provider's sole and absolute discretion), Recipient will not, for a period of two (2) years after the date of this Agreement, directly or indirectly solicit the employment, or consulting services, or employ or engage as a consultant, any of the employees of Provider, so long as they are employed by Provider and for three (3) months after they cease to be employed by Provider. Notwithstanding the foregoing, Recipient is not prohibited from

soliciting by use of general advertisements (such as websites or advertisements in publications) not directed at (i) any particular individual or (ii) the employees of Provider generally.

9. Communications Regarding a Possible Transaction. Recipient agrees that unless otherwise directed by Provider in writing (i) all communications with Provider regarding a Possible Transaction, (ii) requests for additional information, facility tours, or management meetings, and (iii) discussions or questions regarding procedures with respect to a Possible Transaction, will be submitted or directed by Recipient or its Representatives only to Charles Herring, or a person or persons designated in writing from time to time for such purpose by Charles Herring.

10. Maintaining Privileges. If any Evaluation Material includes materials or information subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, Recipient acknowledges and agrees that the Parties have a commonality of interest with respect to such matters and it is the desire, intention and mutual understanding of the Parties that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Evaluation Material that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement, and under the joint defense doctrine.

11. Not a Transaction Agreement. Each Party understands and agrees that no contract or agreement providing for a Possible Transaction exists between the Parties unless and until a final definitive agreement for a Possible Transaction has been executed and delivered, and each Party hereby waives, in advance, any claims (including, without limitation, breach of contract) relating to the existence of a Possible Transaction unless and until the Parties or one or more of their respective affiliates shall have entered into a final definitive agreement for a Possible Transaction. Each Party also agrees that, unless and until a final definitive agreement regarding a Possible Transaction has been executed and delivered, neither of the Parties will be under any legal obligation of any kind whatsoever with respect to such Possible Transaction by virtue of this Agreement except for the matters specifically agreed to herein. None of the Parties are under any obligation to accept any proposal regarding a Possible Transaction and the Parties may terminate discussions and negotiations at any time.

12. No Representations or Warranties: No Obligation to Disclose. Recipient understands and acknowledges that neither Provider nor its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material furnished by or on behalf of Provider and, except in the case of fraud, shall have no liability to Recipient, its Representatives or any other Person relating to or resulting from the use of the Evaluation Material furnished to Recipient or its respective Representatives or any errors therein or omissions therefrom. As to the information delivered to Recipient, Provider will only be liable for those representations or warranties which are made in a final definitive agreement regarding a Possible Transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein. Nothing in this Agreement shall be construed as obligating Provider to provide, or to continue to provide, any information to any Person.

13. Modifications and Waiver. No provision of this Agreement can be waived or amended unless approved in writing (i) by the Party against whom the waiver is to be effective in the case of a waiver or (ii) by each Party in the case of an amendment, which writing shall specifically refer to such provision and explicitly make such waiver or amendment. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

14. Remedies. Each Party understands and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by such Party or any of its Representatives and that the other Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach or threat thereof. Such remedies shall not be deemed to be the exclusive remedies for any Party for a breach by the other Party or its Representatives of this Agreement, but shall be in addition to all other remedies available at law or equity.

15. Legal Fees. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final, non-appealable order that any Party or its Representatives have breached this Agreement, then the such Party shall be liable and pay to the other Party the reasonable legal fees and costs incurred by the other Party in connection with such litigation, including any appeal therefrom.

16. Governing Law. This Agreement is for the benefit of each of the Parties and shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within such state (without regard for principles of conflicts of laws).

17. Severability. If any term, provision, covenant or restriction contained in this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants or restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and if a covenant or provision is determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the Parties intend and hereby request that the court or other authority making that determination shall only modify such extent, duration, scope or other provision to the extent necessary to make it enforceable and enforce them in their modified form for all purposes of this Agreement.

18. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either of the Parties by virtue of the authorship at any of the provisions of this Agreement.

19. Term. Except as otherwise set forth in Section 8 hereof, this Agreement shall terminate three (3) years after the Effective Date, provided that the provisions of Sections 3(b), 6 and 10 through 22 and the last two sentences of Section 7 shall survive indefinitely, and any claim for violation of this Agreement shall survive until the expiration of the applicable statute of limitations.

20. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, arrangements and discussions between the Parties regarding such subject matter.

21. Counterparts. This Agreement may be signed in counterparts (including by fax or PDF), each of which shall be deemed an original but all of which together shall be deemed to constitute a single instrument.

22. Consent to Representation. This agreement also constitutes notice to Recipient that Provider has engaged DLA Piper LLP (US) as its legal counsel in connection with the Possible Transaction, and Recipient hereby (i) consents to the representation of DLA Piper LLP (US) in connection with this Agreement and the continued representation of Provider by DLA Piper LLP (US) in relation to the Possible Transaction notwithstanding the fact that DLA Piper LLP (US) may have represented, and may currently or in the future represent, Recipient and/or any of its respective affiliates with respect to unrelated matters and (ii) waive any actual or alleged conflict and actual or alleged violation of ethical or comparable rules applicable to DLA Piper LLP (US) that may arise from its representation of Provider in connection with the Possible Transaction, including but not limited to representing Provider against Recipient and/or its affiliates in litigation, arbitration, or mediation in connection therewith. In addition, Recipient hereby acknowledges that the consent and waiver under this paragraph is voluntary and informed, and that Recipient has obtained independent legal advice with respect to this consent and waiver. Recipient further agrees that they are each aware of the extent of their respective relationships, if any, with DLA Piper LLP (US), and do not require additional information from DLA Piper LLP (US) in order to understand the nature of this consent. If Recipient has any questions regarding this paragraph, please contact Randy Socol at DLA Piper LLP (US) at (858) 677-1457 or randy.socol@dlapiper.com. DLA Piper LLP (US) is an express third party beneficiary of this paragraph.

*[signature page follows]*

IN WITNESS WHEREOF, each of the undersigned entities has caused this Agreement to be signed by its duly authorized representative as of the date written below.

**Beacon TV, INC.**

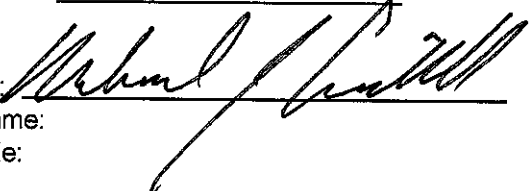
32 Cutler Rd  
Greenwich, CT 06831

By: \_\_\_\_\_  
Name: Michael Caridi  
Title: Chairman

**INDIVIDUAL OR COMPANY NAME**

ADDRESS FOR NOTICE:  
343 E. 82nd St. #102  
Chaska, MN 55318

Attn: \_\_\_\_\_

By:   
Name:  
Title: