

**NENT'S GENERAL TERMS AND CONDITIONS
FOR PURCHASE OF ADVERTISING SPACE -
NORWAY 2021**

1. APPLICATION

These general terms and conditions for the purchase of advertising space are an integral part of the Agreements (as defined below) and shall apply to all agreements regarding the sale and purchase of Advertising Space (as defined below) between Nordic Entertainment Group UK Ltd (hereinafter referred to as "**NENT**") and the Advertiser (as defined below) and the Media Agency (as defined above) (where such agency is appointed by the Advertiser). In case of any conflict between the Agreement (excluding these general terms and conditions), and these general terms and conditions, the concerned provision(s) of the Agreement (excluding these general terms and conditions) shall prevail.

2. DEFINITIONS

The following words and expressions shall have the following meanings:

"**Advertising Space**" means that portion of the available programme (air)time which is reserved by the Client for advertising (e.g. TRP campaigns, spots, sponsoring and/or premiums) on the Channel(s) and/or Digital

"**Advertiser**" means a physical or legal entity, whose products and/or services are advertised and/or are scheduled to be advertised on the Channel(s) and/or Digital.

"**Agreement**" means an agreement to which these terms and conditions are attached or in which a reference to these terms and conditions is made, and includes any schedules and/or appendices attached thereto. The term "**Agreement**" shall include annual agreements ("**Annual Agreements**" i.e. an agreement with a term of twelve months or more), if any, and other framework agreements, advertisement bookings under such agreements and ad hoc advertisement bookings.

"**Blocks**" means advertising breaks between programmes during or in which advertisements are broadcast or scheduled to be broadcast.

"**Booking Week**" means the period of five (5) Business days from NENT's release of the program schedules for a specific period, during which the advertisement bookings for the specific period of the released program schedules are made in accordance with NENT's direction.

"**Breaks**" means advertisement breaks during programmes during or in which advertisements are broadcast or scheduled to be broadcast.

"**Broadcast Master**" is defined in Section 6 of these terms and conditions and contains all manner of advertising material which is intended for broadcasting by NENT, including any references to sponsors or other texts.

"**Business day**" means days from Monday to Friday of each week, excluding public holidays in Norway and England.

"**Campaign(s)**" means an order for Advertising Space with a start and finish time to advertise a single product or service. If a break of more than twenty-one calendar days is inserted in a campaign it is regarded as a new campaign.

"**Channel(s)**" means the NENT represented tv-channels in Norway supporting commercials.

"**Client**" means the Advertiser and/or the Media Agency acting on behalf of the Advertiser.

"**CNMC**" means The National Commission on Markets and Competition (Spain).

"**DMC**" means the Dutch Media Committee.

"**Digital**" means audio visual programmes and shorter video clips which is run on digital platforms via: Smart TV, desktop PC's, mobile applications and tablets. NENT's Digital is run on own and via cooperation partners digital platforms.

"**Media Agency**" means a physical or legal entity that conducts commercial activities including, but not limited to, the purchasing of airtime and/or the booking of Advertising Space for and on behalf of Advertisers.

"**MPRT**" means the Swedish "Myndighäten for Press, Radio och TV (EN: The Authority for Press, Radio and Television).

"**Position**" means the position in a Break and/or Block where the advertisement is scheduled to be placed, such as, for example, first and/or last.

"**Rating**" means the percentage of viewers who view a Channel and/or an advertising spot.

"**Run By Station**" means that the Client's booked Campaign is planned and placed by NENT alone as set out in the Agreement.

"**Segment**" means the time zones in which NENT broadcasts advertisements.

"**Specific Spot Purchases**" means that the Client selects the programme with which the advertisement shall appear, if relevant as set out in the Agreement.

"**Target Rating Point(s)**" or "**TRP**" means the total sum of ratings points delivered to a particular target audience for a specific time period. Rating points means the percent of the total available target audience impressions that are delivered by NENT's Channels. Each Target Rating Point corresponds to one percent of the specific target audience.

"**Technical Requirements and Specifications**" means the technical requirements and specifications regarding advertisements issued, from time to time, by NENT to the Client.

"**Top and Tail**" means two advertising spots for the same product placed in one Break and/or Block with at least one other spot for a different product placed in-between, and if relevant as specified in the Agreement.

3. PURCHASE OF ADVERTISING SPACE

3.1 The purchase of Advertising Space can be made as Run By Station or as Specific Spot Purchases, as set out in the Agreement. The Campaign period for purchases of Advertising Space made as Run By Station must have a duration of not less than fourteen (14) days in order to qualify for 100% delivery guarantee.

3.2 In respect of purchases of Top and Tail placements and other requested placements, an additional sum of fifteen (15) percent of the applicable price shall be paid in accordance with the prices applicable from time to time.

3.3 As regards other Agreements than Annual Agreements, the Advertiser shall be deemed to accept the Agreement and these Terms and Conditions if it has not submitted any claims or suggestions for revisions within five (5) Business Days from the date when NENT sent it to the Advertiser.

4. BOOKING

4.1 Unless NENT and the Client have agreed otherwise in writing in the Agreement, the Client shall be able to deliver an advertisement booking to NENT's local office during a Booking Week and in any event not later than four (4) weeks before the broadcast date. The Client is entitled to use its own template for such booking (only one template for each Client). However, the following information must always be included (as applicable):

RUN BY STATION:

- The product including title;

- The Advertiser and Media Agency (including relevant contact details);

- Campaign period (start and finish time);

- Budget;- The total number of TRP for the Campaign;

- The total number of advertisements and duration of such advertisements (including codes for all advertisements);

- Each advertisement and the duration of such stated as a percentage of the total number of advertisements for the total Campaign period and for each week within the Campaign period;

- Net Cpt thirty (30) seconds for the RBS package after deduction of the base discount calculated before the season index;
- Net CPP thirty (30) seconds for the RBS package after deduction of the base discount calculated before the season index;
- The base discount calculated before the season index;
- The season index specified for each week of the Campaign period;
- The weekly split (stated as a percentage of the Campaign period and in TRP for each week of the Campaign period); and
- The daypart (the proportion of advertisements broadcasted at day time, prime time and night time, stated as a percentage of the total number of TRP).

SPECIFIC SPOT PURCHASES:

- The Product including title;
- The Advertiser and Media Agency (including relevant contact details);
- Campaign period (start and finish time);
- The base discount;
- Net price (advertisement index and discounts);
- Date, time and program;
- The duration of the advertisement and code;

For clarification purposes, the parties agree that an advertisement booking shall only contain information regarding a specific advertisement booking and may not contain terms and conditions which are in conflict with the Agreement.

- 4.2 Where the advertisement booking does not comply with the requirements set out in section 4.1 above or with the Agreement, NENT shall not have any obligations in relation to the Client with regard to the advertisement booking.

5. REGULATION REQUIREMENTS

- 5.1 The Client is responsible for the full compliance of the advertisement with all legislative requirements and restrictions, including any applicable rules for misleading advertising and the at any time relevant broadcasting regulation from e.g. MPRT, DMC, CNMC and NENT's own policies, if any.
- 5.2 Without prejudice to any other rights or remedies NENT may have under the Agreement (including these general terms and conditions), where the Client has not provided NENT with an advertisement conforming to the requirements and restrictions set out in section 5.1 earlier than three (3) Business Days before the first scheduled date of broadcast, NENT shall have no obligation to broadcast, and has the right to immediately stop broadcasting, the advertisement (as the case may be). NENT will use reasonable commercial efforts to notify the Client that the same cannot be broadcast. NENT shall in such case not bear any liability whatsoever to the Client (including, but not limited to, consequential loss which shall mean, without limitation, loss of profits, revenue and/or goodwill).
- 5.3 The Client acknowledges and accepts that NENT is required to comply with any rule, regulation or demand issued, from time to time, by e.g. MPRT, DMC, CNMC etc., and/or with any other applicable law or regulation or policy. The Client acknowledges and accepts that it may be necessary for NENT to request the Client to modify an advertisement to conform the advertisement to any such rule, regulation, demand or other applicable law or regulation or policy, but subject to clause 11 and this clause 5, the Client will not be required to comply with such request. The Client also acknowledges and accepts that it may be necessary for NENT to modify an advertisement in order to conform the advertisement to any such rule, regulation, demand or other applicable law or regulation or policy. If the Client decides not to comply with such request or to accept NENT's modifications (as the case may be), and NENT therefore is prevented from broadcasting such advertisement, the Client is not required to pay for the booked Advertising Space, provided the Client has notified NENT in writing of its

decision no later than five (5) Business Days before the scheduled date of broadcast. NENT shall in such case not bear any liability whatsoever to the Client (including, but not limited to, consequential loss which shall mean, without limitation, loss of profits, revenue and/or goodwill).

- 5.4 The Client shall have in its possession proof which reasonably substantiates any and all factual claims/statements made in the advertisements about characteristics of the advertised products, including those in sung jingles or those indicated from the pictures (e.g. a photo of an overweight woman followed by a photo of the same woman but significantly thinner, with a note that only two weeks have passed). Upon NENT's request, the Client shall provide to NENT within ten working days supporting written evidence of any such factual claims/statements.
- 5.5 Acceptance by NENT of an Advertisement on the Channel(s) shall not be deemed to constitute an acceptance by NENT that the Advertisement is provided in accordance with these Terms and Conditions, nor shall it constitute a waiver of NENT's rights hereunder. NENT shall not be held responsible for any addition to, changes in, deletions from, delay in publication or non-publication or withdrawal of any Advertisement required by any competent authority having jurisdiction over or responsibility for the regulation of broadcast advertising (including without limitation MPRT).

6. DELIVERY OF MATERIAL ETC.

- 6.1 For each advertisement, the Client shall, no later than five (5) Business Days before the scheduled broadcast date, deliver material submitted digitally via Adstream (adstream.com), Adtoox (adtoox.com) or Peach (imdcloud.net) according to NENT's Technical Requirements and Specifications (the "Broadcast Master").
- 6.2 Delivery of the Broadcast Master is deemed to have occurred only when NENT's Technical Requirements and Specifications are fulfilled.
- 6.3 The Client accepts that NENT's broadcasting of the advertisement is conditional on the advertisement conforming to the Technical Requirements and Specifications. Where, in conjunction with a review of the delivered Broadcast Master, NENT finds deficiencies in respect of such, NENT must notify the Client, whereupon the Client must submit a new Broadcast Master for approval by NENT. The Client acknowledges that NENT is entitled to postpone the scheduled broadcast date(s) up to a period equal to the time it takes for the Client to submit a new Broadcast Master that conforms to the Technical Requirements and Specifications, or by a period otherwise agreed in writing between the parties.
- 6.4 Where a technically acceptable Broadcast Master is received by NENT later than five (5) days before the scheduled broadcast date, NENT cannot guarantee that it can broadcast the relevant advertisement, but will use reasonable commercial efforts to notify the Client that the advertisement cannot be broadcast. In such case, NENT is nevertheless entitled to charge the Client the full amount payable for the booked Advertising Space. If NENT approves and broadcasts a new Broadcast Master that has been received by NENT later than five (5) days before the scheduled broadcasting, NENT may charge a supplementary fee of NOK 5,000 (excluding VAT or equivalent local value added tax per copy to the Client).
- 6.5 Where the delivered Broadcast Master is delivered later than five (5) days before the scheduled broadcast date, and the relevant advertisement is found to be contrary to the relevant broadcasting regulation and/or any other applicable laws and regulations or policies, NENT cannot guarantee that it can broadcast the advertisement, but will use commercial reasonable efforts to notify the Client that the same cannot be broadcast. In such case, NENT is nevertheless entitled to charge the Client the full amount payable for the booked Advertising Space.
- 6.6 Where (i) a Broadcast Master has been modified according

to clause 5.3 above and such Broadcast Master is delivered later than three (3) Business days before the first scheduled date of broadcast, and the relevant advertisement is still found to be contrary applicable rules, regulations or policies, or (ii) the written evidence is not provided by the Client as required under section 5.4 within the agreed term and to the reasonable satisfaction of NENT, NENT cannot guarantee that it can broadcast, and has the right to immediately stop broadcasting, the advertisement (as the case may be). NENT shall use reasonable commercial efforts to notify the Client that the same cannot be broadcast, however without incurring any liability on NENT towards the Client (including, but not limited to, consequential loss which shall mean, without limitation, loss of profits, revenue and/or goodwill). In such case, NENT is nevertheless entitled to charge the Client the full amount payable for the booked Advertising Space.

6.7 NENT shall not be liable for broadcasting any material submitted by the Client.

7. RESCHEDULING OF BROADCASTING TIME

7.1 NENT reserves the right in its absolute discretion to amend the programme schedule and, in such context, make adjustments to the scheduled broadcasting time and/or Position for the contracted advertisement.

7.2 NENT does not warrant that advertisements shall be broadcast at the exact time ordered by the Client. Where one or more advertisements are not broadcast or cannot be broadcast at the chosen time and/or Position, NENT shall offer the Client a comparable alternative broadcasting time and/or Position. Where a new broadcasting time and/or Position cannot be agreed between the parties, the Client has the right to cancel the relevant advertisements.

7.3 NENT shall use reasonable endeavors to broadcast advertisements as close as reasonably possible to the exact time in a commercial Break ordered by the Client.

7.4 For purchases of Advertising Space made as Run By Station, an advertisement that is broadcast within five (5) minutes before or after the scheduled broadcast time for that advertisement is deemed to have been broadcast within the booked broadcast time. For purchases of Advertising Space made as Specific Spot Purchases, an advertisement that is scheduled to be broadcast at a specific time is deemed to have been broadcast at the booked time when such a broadcast is during the Break and/or Block that is closest to the booked Break and/or Block.

8. CANCELLATION OF ADVERTISING SPACE AND TERMINATION

8.1 Either party may cancel the booked Advertising Space (or a part thereof) by notice in writing subject to the terms and conditions set out in sections 8.2 – 8.7 below. A cancellation shall not affect the validity of any volume commitment regarding purchase of Advertising Space made by the Client under the Agreement. However, to the extent the Client pays for cancelled Advertising Space in accordance with sections 8.3 – 8.5 below, Advertising Space paid for shall be deducted from such commitment. The time limits set out in this section shall be assessed on the basis of when the written notice of cancellation has been received by the recipient.

8.2 Where the Client cancels the booked Advertising Space within one (1) week as from the last Business day of the Booking Week where the booking of the relevant Advertising Space was made, the Client shall not (except as set out in section 8.5 below) be obliged to pay any compensation to NENT.

8.3 Where the Client cancels the booked Advertising Space later than one (1) week but within two (2) weeks as from the last Business day of the Booking Week where the booking of the relevant Advertising Space was made, the Client shall pay fifty (50) per cent of the agreed price for the booking (except as set out in section 8.5 below, when one hundred (100) per cent shall be paid).

8.4 Where the Client cancels the booked Advertising Space later than two (2) weeks as from last Business day of the Booking Week where the booking of the relevant Advertising Space was made, the Client shall pay one hundred (100) per cent of the agreed price for the booking.

8.5 Notwithstanding the provisions of sections 8.2 and 8.3 above, if the booked Advertising Space is scheduled to be broadcast within four (4) weeks as from the date of cancellation, the Client shall always pay 100 per cent of the agreed price for the booking.

8.6 In the event NENT's broadcasting activities are reduced and/or impeded by legislation and/or other measures beyond the control of NENT, NENT is entitled to immediately cancel the booked Advertising Space and/or terminate the Agreement and any and/or all other agreements with the Client without any obligation to pay any damages to the Client.

8.7 To the extent the Client has paid for Advertising Space cancelled by NENT pursuant to section 8.6, NENT shall refund to the Client Advertising Space paid for.

8.8 The Client accepts that NENT has the right to cancel this Agreement and the Client's purchase of Advertising Space if this Agreement has not been signed by the Client at the latest thirty (30) days from the date when NENT sent the Agreement to the Advertiser.

8.9 In addition to what is stated elsewhere in this Agreement, each party shall have the right to terminate this Agreement by notice to the other party if that other party:

- a) is in breach of any warranty or fails to comply with any of its material obligations under the Agreement between the parties and in either case does not remedy the same (if capable of being remedied) within thirty (30) days of receipt of notice in writing specifying the breach or failure and calling for the same to be remedied; or
- b) compounds or makes arrangements with its creditors or becomes insolvent or if any order is made or resolution passed for its liquidation, winding up or dissolution or if a receiver or manager or administrative receiver or administrator is appointed over the whole or a substantial part of its assets or if anything analogous to or having substantially similar effect to any such events shall occur under the laws of any applicable jurisdiction.

9. MEDIA AGENCIES

If the Client is a Media Agency acting on behalf of an Advertiser:

- The Media Agency shall, in its capacity as representative for an Advertiser, objectively and in accordance with the industry's ethical rules assist the Advertiser with advertising brokering services;
- The Media Agency hereby warrants that it has full authority to enter into agreements on behalf of the Advertiser;
- The Media Agency shall only be compensated by the Advertiser in the manner agreed separately between the Media Agency and the Advertiser;
- The Media Agency shall comply with any and all applicable rules, regulations, laws and policy, including relevant broadcasting regulations (e.g. MPRT).

10. INVOICING AND PAYMENT TERMS

10.1 The Committed Investment for booked Advertising Space shall be invoiced according to the following:

- where the Advertising Space has been booked by the Media Agency, NENT shall issue invoices on a weekly basis during the duration of the Campaign; and
- where the Advertising Space has been booked by the Advertiser, NENT shall issue an invoice for the booked Advertising Space prior to the commencement of the Campaign.

10.2 The Committed Investment for booked Advertising Space shall be paid no later than twenty (20) days after the date of invoice. Where a Client does not settle a debit balance by the due date, NENT reserves the right:

- to refuse further bookings from that Client; and/or
 - to regard any claim and/or payments due and payable at a later date as having become immediately due and payable; and/or
 - to charge the Client interest at two percent (2%) above the Barclays Bank PLC base rate compounded monthly on all outstanding payments; and/or
 - to immediately terminate this Agreement.
- 10.3 In the event of non-payment or overdue payment from the Client, NENT shall be entitled to refuse to broadcast the Advertiser's advertisements, although the Client shall still be liable to make full payment for the booked Advertising Space in accordance with the payment terms in this section 10.
- 10.4 Where a particular item and/or payment on an invoice is disputed by the Client, the Client shall notify NENT in writing with regard to the disputed item and/or payment within seven (7) days of the date of receipt by the Client of the invoice. The Client shall, however, still be liable to pay the undisputed items and/or payments set out in the invoice in accordance with the payment terms in section 10.2 above. The parties shall in good faith try to resolve any issues regarding all disputed items and/or payments as soon as possible following receipt by NENT of written notice from the Client as set out in this section 10.4. If notice is not served within the seven (7) day time-limit stated above, the Client shall be liable to pay for all items and/or payments on the invoice(s) in question.
- 10.5 The Client may not set off any outstanding payments against claims which the Client regards itself as having against NENT without NENT's written consent.
- 10.6 Where applicable, the invoiced amount shall be rounded up to the nearest NOK.
- 10.7 At NENT's discretion, payments made by a Media Agency may be subject to a deduction by the Media Agency for advertising agency commission of the relevant invoice where such commission shall be the percentage commonly used in the business in Norway and specified in the Agreement. Save for such commission, there shall be no deductions or withholdings whatsoever. All sums shall be paid together with any VAT or other sales tax thereon, if applicable.
- 11. WARRANTIES AND INDEMNITIES**
- 11.1 The Client hereby warrants that:
- (a) it possesses all the rights and licenses and has obtained all clearances (including music and copyright clearances) necessary to enable NENT to broadcast and transmit the advertisements on all media platforms available for the Channel(s) etc. from time to time without NENT incurring any costs or liability resulting from such broadcast;
 - (b) the advertisements fully comply with all legislative requirements and restrictions, including any applicable rules for misleading advertising and any broadcasting regulations;
 - (c) it possesses all proof which reasonably substantiates any and all statements made in the advertisements about the advertised products;
 - (d) the broadcast of advertisements by NENT at the agreed Segment will not constitute infringement of any legislative or regulatory restriction or third party rights (e.g. copyright and/or any other intellectual property rights).
- 11.2 The Client shall at all times comply with the applicable rules, regulations and laws currently in force and/or issued from time to time by the respective regulating authorities.
- 11.3 The Client shall indemnify NENT for any and all costs, fines, damages and/or losses suffered and/or incurred by NENT as a result of the Client's failure to comply with this clause 11 and/or any other breaches by the Client of the terms of the Agreement.
- 11.4 NENT shall not be obliged to broadcast any advertisement which in the reasonable opinion of NENT breaches any applicable laws or regulations or infringes third party rights (including in cases where claims have been submitted to NENT about any such breaches or infringements by applicable regulatory authorities or rights holders).
- 11.5 When the Client selects to place its advertising spots itself, delivery cannot be guaranteed by NENT.
- 12. AMENDMENT OF TERMS AND CONDITIONS**
NENT shall have the right to make reasonable amendments to these general terms and conditions within thirty (30) business days of written notification to the Client. Any further amendments to this Agreement shall be made in writing and signed by the authorized representatives of the respective parties.
- 13. MODIFICATION OF SEGMENTS AND CLASSIFICATIONS**
NENT shall use reasonable endeavors to provide at least two (2) weeks' notice with regard to any modifications of Segments and classifications affecting the Client's advertisements. NENT retains the right, however, to make such modifications on shorter notice. Unless otherwise agreed in writing between the parties, in conjunction with such modifications, the price applicable at the time of actual broadcasting shall apply.
- 14. SPECIAL RATES**
Special rates and terms and conditions may be issued by NENT from time to time with regard to specific Advertising Space.
- 15. LIMITATION OF LIABILITY ETC**
Save as regulated otherwise in the Agreement, and save for the Client's liability under Clause 11, and for cases of loss or damage caused by intentional acts, neither party shall in any event be liable to the other parties under an Agreement for loss of business, loss of data, loss of profit or revenue or for any special, indirect, incidental or consequential damages.
- 16. MISCELLANEOUS**
- 16.1 All notices and documents to be given or supplied shall be in writing and delivered to the parties at the addresses given in the Agreement, and shall be duly given or supplied if delivered personally or sent by recorded delivery, post or by e-mail.
- 16.2 The provisions of clause 10, 11, 15 and clause 4 of the main agreement shall continue to apply after termination of this Agreement
- 16.3 The Client may not assign, transfer and/or sublicense its rights and/or obligations under this Agreement to any third party. NENT may assign, transfer and/or sublicense its rights and/or obligations hereunder to a company within the same company group.
- 16.4 NENT shall have no liability for any failure or delay affecting production or transmission of the Channel(s) and/or Digital and any Advertising Space incorporated therein where such failure or delay results from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labour or material shortage, transportation, interruption of any kind, work slowdown, transmitter or satellite degradation, failure of Internet, other technical interruption or failure or any other condition beyond the control of NENT. In such an event, the duration of the Agreement between the parties shall be extended by the period for which such event continues but otherwise such an event shall not effect any obligation of the Client to purchase any number of Advertising Space agreed between the parties.
- 16.5 The Advertiser shall have no liability for any failure to fulfil its obligations according to this Agreement where such failure or delay results from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labour or material shortage or any other condition beyond the control of the Advertiser. For the avoidance of doubt, any event outside the control of any third party related to the Advertiser (i.e. manufacturer, provider, supplier etc.) shall not relieve the Advertiser from its obligations

hereunder.

16.6 This Agreement including its Appendices constitutes the entire agreement between the parties in relation to its subject matter.

17. APPLICABLE LAW

17.1 This Agreement shall be governed by Norwegian law.

17.2 Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, shall be subject to the non-exclusive jurisdiction of the courts of Norway.

17.3 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the

proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other party. This notwithstanding, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other party in connection with the dispute, or if the party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

17.4 The Client cannot assign the Agreement to affiliates or third party without prior written consent from NENT.

17.5 In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.