



## GENERAL TERMS AND CONDITIONS FOR ADVERTISING AND SPONSORSHIP AGREEMENTS

### 1. INTRODUCTORY PROVISIONS

- 1.1. These general terms and conditions govern agreements entered into between the Advertiser and TV4 AB, reg. no. 556242-7152, (referred to below as “TV4”) concerning the broadcasting and/or publishing of advertisements, agreements governing the sponsorship of programmes, or purchases of other products which TV4 offers from time to time. These general terms and conditions, including the sub-appendices, as well as special terms and conditions for certain product categories, which TV4 provides to the Advertiser from time to time, constitute an integral part of the agreement governing specific Business Terms entered into regarding the broadcasting and/or publishing of advertisements and/or sponsorship of programmes (jointly referred to below as the “Agreement”).
- 1.2. “Advertiser” refers to the company or other organisation which is to advertise on TV4’s advertising environment (which can include advertisements on TV4’s cooperation partners/ in third-party products which TV4 sells). This Agreement also applies, in pertinent part, to publishing and broadcast on any and all of TV4’s platforms, platforms where TV4’s content is available, on third-party products provided by TV4, and in conjunction with sponsorship of programmes.
- 1.3. This Agreement applies to the Advertiser acting in its own name and for its own use, as well as companies at least fifty (50) per cent owned by the Advertiser.
- 1.4. In the event an advertisement has been booked through an agency, TV4 will assume that the agency has made the booking in its own name but on behalf of the stated advertiser (as an agent) or pursuant to a power of attorney to book advertising space on behalf of the Advertiser and that the agency thereby has primary liability for the obligations of the Advertiser, i.e. as a surety.
- 1.5. Advertisements shall be booked in accordance with the instructions established by TV4 from time to time. Procedures for the booking of advertisements are stated on the website, <https://commercial.tv4.se/>, and access is granted on request.
- 1.6. The Advertiser, or the Advertiser’s agency, is obliged, as soon as possible, however within three (3) business days from receipt of an order confirmation, to check that the order confirmation sent by TV4 corresponds with the booking. This shall also apply in those cases where TV4 sends an updated order confirmation (after, for example, an estimate adjustment). In those cases where the order confirmation relates to such live sports broadcast as referred to in section 7.3 below, the Advertiser or the Advertiser’s agency shall, not later than within twenty-four (24) hours after receipt of the order confirmation, verify that it is consistent with the booking.

### 2. SUPPLY OF ADVERTISEMENTS, ETC.

- 2.1. Unless otherwise is agreed, Advertisements shall be supplied to TV4 no later than four (4) business days before the start of the campaign. An advertisement is deemed to have been supplied when the requirements contained in TV4’s technical specifications applicable from time to time, which are available on <https://commercial.tv4.se/>, have been fulfilled.



- 2.2. If an advertisement is supplied later than four (4) business days before the first day of broadcasting, the Advertiser shall compensate TV4 in the amount of five thousand kronor (SEK 5,000) per delayed advertisement.
- 2.3. If an advertisement is supplied later than two (2) business days before the first day of broadcasting, the following shall apply. Where the Advertiser, as early as possible and not later than five (5) days prior to the first day of broadcasting, notifies TV4 in writing that the advertisement will be delayed, a fee of five thousand kronor (SEK 5,000) shall be payable in accordance with section 2.2. Where the Advertiser fails to notify TV4 of the delay, the Advertiser shall be liable for payment for all booked advertising time, notwithstanding that TV4 does not broadcast the advertisement due to the fact that the advertisement was supplied in an untimely fashion.
- 2.4. In conjunction with delivery via a so-called VAST link, the Advertiser is obligated to ensure that an advertisement is available for each advertisement call. If the advertisement is not available and TV4 thus cannot publish the advertisement, the Advertiser is still obligated to pay for booked advertising time.
- 2.5. TV4 reserves the right to perform, in whole or in part, delivery of booked campaigns through TV4's cooperation partners/any third-party products which TV4 sells, as applicable from time to time.

### **3. FORMULATION OF ADVERTISEMENTS**

- 3.1. The Advertiser shall ensure that the advertisements comply with the Swedish Radio and Television Act, the Swedish Marketing Practices Act, the Swedish Gaming Act, the Swedish Names and Pictures in Advertising Act, the Transparency and Targeting of Political Advertising Regulation, and other applicable legislation, TV4's broadcasting licence, and the ICC International Code of Advertising Practice. This means that an advertisement may not be formulated or have such content which entails a risk of confusing the advertisement with editorial content. A risk of such confusion exists where, for example, a person who participates in editorial programmes also appears in an advertisement. TV4 may, from time to time, provide special terms and conditions for certain product categories, which may affect the Advertiser's purchases. The Advertiser undertakes to comply with such rules and terms and conditions.
- 3.2. Advertisements may not contain any content that might lead to liability for a violation of the right of freedom of expression.

### **4. COPYRIGHT, ETC.**

- 4.1. Subject to the exceptions set forth in Section 4.2, the Advertiser shall ensure that all necessary agreements for the broadcasting and/or publishing of advertisements have been concluded with authors, performers, and other rights holders, and shall defray any and all costs attributable to the broadcasting and/or publishing of advertisements. Consequently, the Advertiser warrants that the Advertiser has acquired any and all rights required for TV4 to be able to broadcast and/or publish the advertisement according to this Agreement.
- 4.2. TV4 shall make payment to the relevant so called collecting societies (e.g. STIM) and other relevant organizations for the music used in the broadcasting of the advertisements.
- 4.3. TV4 is entitled to produce copies of advertisements for internal use and to make the advertisements available for the Audio and Video Archives (mandatory copy).



## 5. CANCELLATION AND MODIFICATION OF ADVERTISEMENT

- 5.1. The Advertiser's booking of an advertisement is binding. Booked advertisements may be cancelled/modified only pursuant to the provisions of this section 5.
- 5.2. Cancellations which are in writing and received by TV4 not later than twenty-five (25) business days before the start of a campaign are not subject to any cancellation charge. For Advertisers with annual agreements, the following cancellation charges apply if cancellation takes place later than twenty-five (25) business days before the start of a campaign. If TV4 receives the cancellation between twenty-four (24) and ten (10) business days before the start of the campaign, a cancellation charge of fifty (50) per cent of the price is payable. If TV4 receives the cancellation between nine (9) and zero (0) business days before the start of the campaign, the Advertiser shall make full payment for the advertising time /advertising space. For Advertisers without an annual agreement, the following cancellation charges apply if cancellation takes place later than twenty-five (25) business days before the start of a campaign. If TV4 receives the cancellation later than twenty-five (25) days before the start of the campaign, the Advertiser shall make full payment for the advertising time/advertising space.
- 5.3. The Advertiser is entitled to modify any film length and/or campaign period, provided that: (i) the modification is made in writing to TV4; (ii) the modification is notified not later than four (4) business days before the start of the campaign; and (iii) a modification of a campaign period refers to adjustment of the start date and end date within the original booked campaign period. Notwithstanding the above, TV4 is entitled, in its discretion, to deny the modification if: (a) there is no available space; (2) the modification is significant in nature; or (c) the scope of the modification is such that it can reasonably be considered to be a cancellation. TV4's assessment pursuant to items (a)-(c) is final.
- 5.4. Advertisers with annual agreements are entitled, during the term of the agreement, to reallocate the budget amongst campaigns, provided that the total agreed investment is retained. For Advertisers without an annual agreement, the agreed investment for each campaign shall be retained unchanged.
- 5.5. In conjunction with bookings in Media Manager, special terms and conditions apply in accordance with section 16.6.

## 6. PRICES AND TERMS OF PAYMENT

- 6.1. For advertisements on TV4's channels and platforms or in connection with TV4's content on other platforms, as well as in conjunction with TV4's sale of third-party products from TV4's cooperation partners, the prices specified in TV4's price list applicable from time to time shall apply.
- 6.2. Available film lengths for advertisements on TV4's channels and platforms or in connection with TV4's content on other platforms, or on the third-party products that TV4 sells, may vary. Advertisements should be between five (5) and thirty (30) seconds long. Advertisements longer than 30 seconds may be broadcast following a separate agreement with TV4. Such agreement shall be entered into via e-mail. More information regarding the indices for advertisements for the various channels/platforms is available at <https://commercial.tv4.se/>.
- 6.3. Unless otherwise agreed between TV4 and the Advertiser or between TV4 and the Advertiser's agency, TV4 shall be entitled to demand payment not later than (10) days before the start of the campaign. In the event the Advertiser, during the contract term, no longer meets TV4's requirements for creditworthiness, TV4 shall, at all times, be entitled to demand payment not later than ten (10) days prior to the start of the campaign. In the event of late payment, TV4 shall be entitled to refuse to



broadcast and/or publish the advertisement. In the event an advertisement is not broadcast and/or published due to late payment, the Advertiser is liable to pay for the booked advertising time and/or space.

- 6.4. Invoices shall be paid within twenty-one (21) days from the invoice date unless otherwise stated on the invoice. In the event of late payment, interest is payable in accordance with the Swedish Interest Act. TV4 reserves the right to charge a reminder fee. In the event of non-payment, customary debt collection procedures shall be applied.

## 7. CHANGES TO THE PROGRAMME LISTING, ESTIMATE, ETC.

- 7.1. TV4 reserves the right to change the programme listing (*Sw. programtablå*) and consequently adjust the time of broadcasting for advertisements. Subject to the provisions set forth in this section below, other agreements between TV4 and the Advertiser shall continue to apply unchanged.

- 7.2. Where an advertisement, following a request by the Advertiser, has been scheduled immediately before, during, or immediately after a particular programme which, following an estimate adjustment, receives a significantly higher or lower target rating/target number of viewer contacts (estimate adjustment), TV4 shall be entitled to handle the advertisement in accordance with the following conditions:

7.2.1. Where TV4 informs the Advertiser not later than ten (10) days before the first date of broadcasting: The Advertiser shall be entitled to retain the original scheduling, provided the Advertiser agrees that compensation for the advertisement shall be based on the new target rating/target number of viewer contacts. In the event the Advertiser does not agree to such, TV4 shall be entitled, following agreement, to move the advertisement to a programme with a rating level/level of viewer contacts/price level which largely corresponds to the programme for which the advertisement was originally scheduled.

7.2.2. Where TV4 informs the Advertiser nine (9) days or later before the first date of broadcasting: The Advertiser shall be entitled to retain the original scheduling on terms and conditions based upon the original target rating/ target number of viewer contacts.

- 7.3. With respect to sports broadcasts which are shown live on any of TV4's channels, the provisions stipulated above in section 7.2 shall apply, adjusted, however, such that the number of days in section 7.2.1 shall be four (4) days and section 7.2.2 shall be three (3) days.

- 7.4. Where an advertisement, following a request by the Advertiser, has been scheduled immediately before, during, or immediately after a particular programme which has been replaced by a programme with a target rating/target number of viewer contacts that is significantly higher or lower, TV4 shall be entitled to move the advertisement in accordance with the following conditions:

7.4.1. Where TV4 informs the Advertiser not later than ten (10) days before the first date of broadcasting: The Advertiser shall be entitled to retain the original scheduling, provided the Advertiser agrees that compensation for the advertisement shall be based on the new target rating/target number of viewer contacts. In the event the Advertiser does not agree to such, TV4 shall be entitled, following agreement, to move the advertisement to a programme with a rating level/level of viewer contacts/price level which largely corresponds to the programme for which the advertisement was originally scheduled.

7.4.2. Where TV4 informs the Advertiser nine (9) days or later before the first date of broadcasting: The Advertiser shall be entitled to retain the original scheduling on terms and conditions based upon



the original target rating/ target number of viewer contacts. In other cases, the advertisement shall be moved to a programme with a rating level/level of viewer contacts which largely corresponds to the rating level of the programme for which the advertisement was originally scheduled.

- 7.5. Where an advertisement is moved pursuant to Section 7.4 above, TV4 shall use its best efforts to satisfy the Advertiser's wishes regarding which programme or broadcasting time the advertisement is to be moved.

## **8. TV4'S RIGHT TO STOP THE BROADCAST AND/OR PUBLISHING OF AN ADVERTISEMENT**

### **8.1. Content of the Advertisement**

8.1.1. The Parties have a joint interest in ensuring that the Advertiser's advertisement complies with the laws, regulations and licences/permits applicable to broadcast/publishing on TV4. For this reason, the Advertiser shall show the advertisement to TV4 as far in advance of broadcast/publishing as possible.

8.1.2. In accordance with Section 8.1.1 above, the Advertiser shall provide TV4 with the opportunity to review advertisements it supplies. TV4 shall inform the Advertiser without delay in the event TV4 is of the opinion that an advertisement does not comply with the provisions of this Agreement regarding the content or technical quality of advertisements.

8.1.3. TV4 reserves the right to stop the broadcast/publishing of an advertisement if it fails to comply with the provisions of this Agreement regarding the content or technical quality of advertisements. Where TV4 intends to exercise its right to stop the broadcast/publishing of an advertisement under this section, TV4 must notify the Advertiser without undue delay after TV4 has discovered that an advertisement fails to comply the provisions of this Agreement regarding the content or technical quality of advertisements. In the event the Advertiser is unable to utilise booked advertising time/space due to a decision made by TV4 to stop the broadcasting and/or publishing of an advertisement, the agreed compensation shall nonetheless be paid by the Advertiser, provided TV4 has reasonable grounds for the decision to stop the broadcast/publishing of the advertisement.

### **8.2. Editorial reasons**

8.2.1. In addition to the above provisions, TV4 reserves an unconditional right to stop the broadcast/publishing of an advertisement for editorial reasons. This right applies notwithstanding that TV4 has reviewed the advertisement in advance without presenting objections. TV4 shall state the reasons for its decision. In the event of unutilized advertising time/advertising space, the Advertiser shall be offered the right to broadcast/publish advertisements at a later time, as agreed between TV4 and the Advertiser.

## **9. TV4'S LIABILITY IN THE EVENT OF NON-BROADCAST/NON-PUBLISHING OR INCOMPLETE BROADCAST/PUBLISHING OF ADVERTISEMENTS**

9.1. In the event an advertisement is not broadcast/published or where the broadcast/publishing was incomplete, distorted, or otherwise defective, TV4 shall supply a fully equivalent broadcast time /publishing space with the equivalent rating or the equivalent value as separately agreed with the Advertiser.

9.2. The Advertiser shall notify TV4 in writing immediately, and in no case later than ten (10) business days after the day of broadcasting/publishing or, in the event that broadcast/publishing did not take place on



the scheduled day, regarding any act or omission for which the Advertiser believes TV4 is liable. In the event the Advertiser fails to present a complaint or fails to present a complaint in a timely fashion, the Advertiser's right to rectification under section 9.1 shall lapse.

- 9.3. In addition to the provisions expressly stated in section 9.1, the Advertiser shall not be entitled to compensation for direct or indirect loss incurred by the Advertiser or a third party as a consequence of a broadcast/publishing not having been made or having been incomplete or otherwise defective, irrespective of the reason.
- 9.4. In conjunction with programmatic buying, the Advertiser understands and accepts that programmatic buying constitutes an automated process whereby advertisements are added by the Advertiser itself or by the Advertiser's agency. TV4 provides the opportunity to conduct programmatic buying but assumes no liability in respect of the handling of the advertisement.
- 9.5. In the event TV4's logo for a specific channel remains when the Advertiser's advertisement is shown, the Advertiser shall be entitled to receive compensation corresponding to thirty-five (35) per cent of the value of the relevant spot.

## 10. MAXIMUM PRESSURE

### 10.1. Maximum pressure for RBS

- 10.1.1. TV4 reserves the right to issue a recommended maximum pressure TRP/gross contacts per week for each channel's target groups and channel package. The current maximum pressure is stated on <https://commercial.tv4.se>.
- 10.1.2. TV4 shall be entitled to revise bookings which exceed, by a significant percentage, the recommended maximum pressure TRP/gross contacts to the recommended maximum pressure TRP/gross contacts decided upon by TV4.

## 11. GUARANTEES

### 11.1. Target groups

- 11.1.1. TV4 reserves the right, prior to each new calendar year, to change the age ranges which TV4 uses for its target groups. An Agreement which applies for one calendar year shall be subject to the age ranges stated in the Agreement. An Agreement which is entered into during one calendar year and ends during another calendar year shall be subject to the age ranges stated in the Agreement applicable to the calendar year during which the Agreement was executed, and as from the start of the new calendar year, any new age ranges for the new calendar year shall apply (which shall also be the case during the Interim Period).

### 11.2. Specific placement on Broadcast TV

- 11.2.1. In conjunction with specifically placed advertisements on the TV4 channel, TV4 guarantees that the actual campaign delivery is one hundred per cent (100%) of the purchased number of TRP/gross contacts for the campaign, provided that purchases are made at no less than the lowest TRP/gross contacts level per channel stated on <https://commercial.tv4.se>. Viewer data is collected from MMS and/or TV4's Adserver, and includes all viewing, including TSV (Time shifted viewing), that can be credited to the advertiser's campaign irrespective of the device on which the viewing takes place. In the event of technical measurement problems and/or a material difference between MMS's measurements of started streams (*impressions*) and TV4's Adserver's started streams (*impressions*), TV4 reserves the right to follow up on campaigns in part with campaign data from TV4's Adserver.

### 11.3. RBS on Broadcast TV

11.3.1. In conjunction with RBS placed advertising, TV4 guarantees that the actual campaign delivery is one hundred (100) per cent of the purchased number of TRP/gross contacts for the campaign, provided that purchase is made of at least the lowest of TRP/gross contacts level per channel/channel package stated on <https://commercial.tv4.se> and the campaign period is at least fourteen (14) days in length. For the avoidance of doubt, it is noted that there is no guarantee regarding a specific film version, film length, platform, or time zone (i.e. prime time and off prime). Viewer data is collected from MMS and/or TV4's Adserver, and includes all viewing, including TSV (Time shifted viewing), that can be credited to the advertiser's campaign irrespective of the device on which the viewing takes place. In the event of measurement problems and/or a material difference between MMS's measurements of started streams (*impressions*) and TV4's Adserver's started streams (*impressions*), TV4 reserves the right to follow up on campaigns in part with campaign data from TV4's Adserver.

### 11.4. Addressable TV and Online Video

11.4.1. In conjunction with purchase of Addressable TV, TV4 guarantees that the actual number of TRP/gross contacts will be one-hundred per cent (100%) of the number of TRP/gross contacts purchased by the Advertiser during the campaign period. In conjunction with purchase of Online Video, TV4 guarantees that the actual number of started streams (*impressions*) will be one-hundred per cent (100) of the number of started streams (*impressions*) purchased by the Advertiser during the campaign period. The guarantees apply on condition that the campaign is at least fourteen (14) days in length. Campaign data is retrieved from MMS and/or TV4's Adserver. Any advertising material with an identified film code from a supplier approved by MMS will be validated by MMS. In conjunction with a measurement error communicated by MMS and/or a significant difference between MMS's measurements of started streams (*impressions*) and TV4's Adserver's started streams (*impressions*), TV4 reserves the right to follow up campaigns only with campaign data from TV4's Adserver.

### 11.5. TV4's undertaking

11.5.1. In the event of delivery below the guaranteed level pursuant to this section 11, TV4 shall deliver up to the guaranteed level as soon as possible or as agreed, however at all times only to the extent allowed by available time and stock. In respect of campaigns with specifically placed advertisements, TV4 is entitled to deliver up to the agreed level by adding additional advertising time (spots) during the campaign period.

11.5.2. In the event of deficient delivery of a campaign during the contract term, the Advertiser shall be entitled to settlement in conjunction with the next campaign, firstly by receiving from TV4 a value (as per the following) corresponding to the deficient delivery. The booking of a new campaign shall take place in the ordinary manner pursuant to applicable booking routines. In the event the Advertiser wishes settlement in another fashion, TV4 will consider this only after a written request to that effect has been made by the Advertiser (i.e. not by the agency).

11.5.3. The value of deficient deliveries for the products on Broadcast TV and Addressable TV is the difference between purchased and delivered number of TRP/gross contacts and the campaign's average CPP/contact cost. In conjunction with the product Online Video, the value of the deficient delivery is the difference between purchased and delivered number of impressions and the campaign's average price per started stream (*impression*). For the avoidance of doubt, the number of TRP/gross contacts/impressions does not constitute the deficient delivery; instead, it is the value of the TRP/gross contacts/impressions which were purchased but not delivered.



11.5.4. If the value of the deficient delivery for a single advertising campaign is less than five hundred kronor (SEK 500), TV4 shall have no obligation to register or settle the deficient delivery and TV4 shall regard the campaign as having been delivered. If the value of the individual deficient delivery (debt) exceeds SEK 500 but is less than SEK 5,000, TV4 shall have no direct obligation to adjust the amount; however TV4 shall document the debt and the Advertiser shall have the opportunity to obtain an adjustment if, and when, the aggregate debt exceeds SEK 5,000.

11.5.5. Any claims by the Advertiser regarding delivery in accordance with this Section 11 shall be agreed by the parties not later than within two (2) months after the termination of the Agreement. The Advertiser must use any balances not later than within two (2) years, after which time they are forfeited. After such date, the Advertiser shall not longer be entitled to assert any claims under this section. The Advertiser shall have no right whatsoever to compensation, nor any right to bring claims against TV4 other than those expressly provided for in this section 11.5.

## **12. THE ADVERTISER'S LIABILITY FOR LOSS DUE TO THE CONTENT OF AN ADVERTISEMENT**

**12.1.** In the event the advertisement (i) has content which constitutes a violation of the right of freedom of expression; (ii) contravenes the Swedish Radio and Television Act, the Swedish Marketing Practices Act and/or other applicable legislation or rules (including, for example, applicable gaming legislation); or (iii) infringes any third party intellectual property rights, the Advertiser shall compensate TV4 and/or the responsible publisher of the advertisement for any and all loss (including all charges and/or other costs), i.e. also for indirect loss, incurred by TV4 or the responsible publisher as a consequence thereof.

**12.2.** In addition to any liability arising under section 12.1, the Advertiser shall compensate TV4 for any loss and/or charges and/or costs incurred by TV4 due to the Advertiser's breach of this Agreement. The Advertiser's liability under this section 12.2 is limited to direct loss, unless the Advertiser has caused the loss intentionally or by gross negligence.

**12.3.** TV4 shall also be entitled to reimbursement of legal costs associated with legal representation of TV4 in connection with any claim for compensation brought against TV4.

**12.4.** The Advertiser's obligation under sections 12.1–12.3 also applies with respect to the broadcasting and/or publishing of advertisements that TV4 has reviewed in advance without making any objections to them.

**12.5.** TV4 shall inform the Advertiser of any claims brought against TV4 regarding broadcast and/or published advertisements. At TV4's request, the Advertiser shall, at its own expense and to a reasonable extent, assist TV4 in the handling of claims against TV4 as a consequence of a broadcast/published advertisement.

## **13. SPECIAL PROVISIONS REGARDING SPONSORSHIP**

### **13.1. Programme sponsorship**

13.1.1. In conjunction with programme sponsorship, TV4 guarantees that the actual campaign delivery will be ninety per cent (90%) of the number of TRP/gross contacts purchased by the Advertiser during the campaign period. The follow-up is made on film codes and is based on the total of primary broadcasts and repeat broadcasts (Broadcast TV/Addressable TV/Online Video), if any, during the broadcast period for the programme. Viewer data is retrieved from MMS and/or TV4's Adserver and includes all viewing, including TSV (Time shifted viewing) that can be credited to the Advertiser's campaign, irrespective of the device on which the viewing takes place. In the event of technical measurement problems and/or a material difference between MMS's



measurements of started streams (*impressions*) and TV4's Adserver's started streams (*impressions*), TV4 reserves the right to follow up on campaigns in part with campaign data from TV4's Adserver.

### **13.2. Sponsorship RBS on Broadcast TV**

13.2.1. In conjunction with RBS sponsorship on Broadcast TV, TV4 guarantees that the actual campaign delivery will be one-hundred (100) per cent of the number of TRP/gross contacts purchased by the Advertiser during the campaign period, provided that the campaign period is at least fourteen (14) days in length, unless a different time period is stated in the order confirmation. For the avoidance of doubt, it is noted that there is no guarantee regarding an individual billboard version (film code), channel, platform, or time zone (i.e. prime time and off prime). Viewer data is collected from MMS and/or TV4's Adserver, and includes all viewing, including TSV (Time shifted viewing), that can be credited to the advertiser's campaign irrespective of the device on which the viewing takes place. In the event of technical measurement problems and/or a material difference between MMS's measurements of started streams (*impressions*) and TV4's Adserver's started streams (*impressions*), TV4 reserves the right to follow up on campaigns in part with campaign data from TV4's Adserver.

### **13.3. Sponsorship RBS on Addressable TV**

13.3.1. In conjunction with sponsorship RBS on Addressable TV, TV4 guarantees that the actual number of impressions or TRP/gross contacts will be one-hundred (100) per cent of the number of impressions or TRP/gross contacts purchased by the Advertiser during the campaign period, provided that the campaign period is at least fourteen (14) days in length. Campaign data is retrieved from MMS. In conjunction with a measurement error communicated by MMS and/or a significant difference between MMS's measurements of started streams (*impressions*) and TV4's Adserver's started streams (*impressions*), TV4 reserves the right to follow up campaigns only with campaign data from TV4's Adserver.

### **13.4. Other sponsorship**

13.4.1. The delivery guarantees applicable to other sponsorship products (e.g. trailer sponsorship) are set forth in from separate agreements.

### **13.5. TV4's undertaking**

13.5.1. In the event of delivery below the guaranteed level pursuant to this Section 13, TV4 shall deliver up to the guaranteed level as soon as possible or as agreed, however at all times only to the extent allowed by available time and stock. In respect of campaigns with national programme sponsorship, TV4 is entitled, following agreement with the Advertiser, to deliver up to the agreed level by adding additional advertising messages (billboards) during the campaign period

13.5.2. In the event of deficient delivery of a sponsorship campaign during the contract term, the Advertiser shall be entitled to settlement in conjunction with the next campaign, firstly by receiving from TV4 a value corresponding to the deficient delivery. The booking of a new sponsorship campaign shall take place in the ordinary manner pursuant to applicable booking routines. In the event the Advertiser wishes settlement in another fashion, TV4 will consider this only after a written request to that effect has been made by the Advertiser (i.e. not by the agency).

13.5.3. The value of deficient deliveries for the national program sponsorship product is the difference between ninety (90) percent of purchased and delivered number of TRP/gross contacts in relation to the campaign's average CPP/contact cost and, for the RBS product, the deficient delivery is the difference between purchased and delivered number of TRP/gross contacts in relation to the



campaign's average CPP/contact cost. In conjunction with sponsorship on Addressable TV/Online Video, the value of the deficient delivery is the difference between purchased and delivered number of impressions or TRP/gross contacts in relation to the campaign's average price per started stream (*impressions*) or CPP/contact cost. For the avoidance of doubt, the number of TRP/gross contacts/impressions does not constitute the deficient delivery; instead, it is the value of the TRP/gross contacts/impressions which were purchased but not delivered.

13.5.4. If the value of the deficient delivery for a single sponsorship campaign is less than five hundred kronor (SEK 500), TV4 shall have no obligation to register or settle the deficient delivery and TV4 shall regard the sponsorship campaign as having been delivered. If the value of the individual deficient delivery (debt) exceeds SEK 500 but is less than SEK 5,000, TV4 shall have no direct obligation to adjust the amount; however TV4 shall document the debt and the Advertiser shall have the opportunity to obtain an adjustment if, and when, the aggregate debt exceeds SEK 5,000.

13.5.5. Any claims by the Advertiser regarding delivery in accordance with this section shall be agreed by the parties not later than within two (2) months after the termination of the broadcast period or the campaign period. The Advertiser must use any balances not later than within two (2) years, after which time they are forfeited. After such date, the Advertiser shall not longer be entitled to assert any claims under this section 13.5.5. The Advertiser shall have no right whatsoever to compensation, nor any right to bring claims against TV4 other than those expressly provided for in this section 13.5.5.

### **13.6. Miscellaneous**

13.6.1. The Advertiser shall provide TV4 with a logo and any other material for production of the sponsorship message no later than fourteen (14) days before the sponsored programme is broadcast. The sponsorship message shall be produced by TV4.

13.6.2. The Advertiser's booking is binding in its entirety.

13.6.3. In the event the sponsored programme is not broadcast, the Advertiser shall not be obliged to pay the agreed sponsorship payment. However, if the broadcast of a sponsorship message was incomplete only to the extent that it was not broadcast to all of TV4's transmitters, the sponsorship payment shall be reduced proportionally in relation to the reduced number of individuals who were able to watch the broadcast. Where the sponsorship agreement covers several programmes, the compensation shall be reduced proportionally in relation to the number of broadcasts that were not made.

13.6.4. Beyond the express provisions set forth in section 13.6.3 above, the Advertiser shall not be entitled to compensation for direct or indirect loss incurred by the Advertiser or any third party due to the fact that the broadcast, irrespective of the reason, was not made, or was incomplete or otherwise defective.

13.6.5. In conjunction with purchase of programme sponsorship, the Advertiser shall have the opportunity to purchase advertising time which includes the relevant programme. In conjunction with purchase of such advertising time, TV4 shall be entitled, in conjunction with delivery under the guaranteed level, to deliver up to the agreed level by adding additional advertising time surrounding repeats of the relevant format, regardless of daypart. Otherwise, section 11.3.1 shall apply to purchases of such advertising time as referred to in this section.

13.6.6. The discount for such advertising time as referred to in section 13.6.5 shall be negotiated in a separate agreement.



13.6.7. The provisions of sections 3.1–3.2, 4.1, 4.3, 6.3-6.4, 7.1, 8.1.1-8.2.1, 9.2, 10.1, 11.1.1, 12.1–12.5, and 14.1–14.8 shall apply *mutatis mutandis* in connection with sponsorship agreements.

## 14. MISCELLANEOUS

### 14.1. Data policy

14.1.1. The Advertiser undertakes to comply with TV4's data policy applicable from time to time, which is available at <https://commercial.tv4.se>. The Advertiser understands that the data policy may be adjusted as necessary to comply with new legislation, case law, public authority instructions or suchlike.

14.1.2. In the event personal data is processed within the scope of the parties' cooperation, a separate personal data processor agreement shall be executed between the parties.

### 14.2. Confidentiality

14.2.1. The parties shall treat this Agreement, and any information divulged during the contract negotiations, as confidential. The confidentiality obligation also pertains to any settlement negotiations, arbitration, or other final settlement as a consequence of this Agreement. The Parties shall further observe confidentiality regarding information concerning the other party's business activities of which each party becomes aware in connection with this Agreement or the booking of advertisements. Confidentiality shall apply also following termination of this Agreement.

14.2.2. In the event the Advertiser would like a Media Audit Company to examine the business transaction which is governed by this Agreement, the following shall apply. TV4 shall be informed in writing in ample time prior to such examination regarding which Media Audit Company shall carry out the examination, the scope of the examination, and any information the Advertiser plans to disclose. The Advertiser is entitled to share information on net investment with the Media Audit Company. Other confidential information, including but not limited to discounts, purchasing method, and/or contracted volumes, may not be shared with the Media Audit Company without TV4's prior written consent. In addition, the Advertiser shall ascertain that the Media Audit Company has a direct agreement with MMS and that the Media Audit Company does not obtain, or rely on, data from any other supplier or agency. Furthermore, the Advertiser shall ensure that the Media Audit Company treats the information as strictly confidential and does not disclose it to any third party.

### 14.3. Limitation of Liability

14.3.1. A party's liability shall always be limited to what is expressly provided for in this Agreement. Subject to the exceptions expressly stated in this agreement, the Advertiser shall never be liable for any indirect loss or cost unless such loss or cost was caused intentionally or through the gross negligence of the Advertiser. TV4 shall never be liable for any indirect loss or cost unless such loss or cost was caused intentionally or through the gross negligence of TV4.

### 14.4. Early termination

14.4.1. A party shall be entitled to prematurely terminate this Agreement with immediate effect where:

- (i) the other party is in material breach of its obligations under this Agreement and fails to remedy such breach within thirty (30) days after receipt of written demand by the non-breaching party; or
- (ii) the other party is placed in bankruptcy, suspends its payments, makes late payments on repeated occasions, or it is otherwise feared that such party will not perform its obligations under



this Agreement. Notice of termination of this Agreement must always be given in writing.

#### **14.5. Force Majeure**

14.5.1. In the event a party's performance of its undertakings under this Agreement are materially rendered more difficult or impeded due to an impediment beyond the party's control which the party could not have reasonably been expected to anticipate at the time the Agreement was entered into and the consequences of which such party could not reasonably have avoided or overcome, this shall constitute grounds for discharge from liability for delay, damages and other sanctions.

14.5.2. The party prevented from performing an obligation for any such reason stated in this section 14.5 shall inform the other party immediately. Where the force majeure event continues for at least two (2) months, the Party prevented from performing its obligations shall be entitled to terminate the Agreement with immediate effect.

#### **14.6. Assignment**

14.6.1. The Advertiser may not assign and/or pledge its rights or obligations under this Agreement to any third party without the prior written consent of TV4. TV4 is entitled to assign its rights and/or obligations under this Agreement, in whole or in part, to another company within the TV4 Group.

#### **14.7. Amendments and supplements**

14.7.1. Any amendment or supplements to this Agreement must be made in writing signed by both parties.

#### **14.8. Applicable law, etc.**

14.8.1. This Agreement shall be governed by the laws of Sweden.

14.8.2. Any dispute arising from or in connection with this Agreement shall be conclusively resolved by arbitration pursuant to the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral proceedings shall be held in Stockholm.

14.8.3. TV4 shall be entitled to bring action in a court of general jurisdiction in order to obtain payment for any due and payable claim under this Agreement.

### **15. ADVERTISING TERMS AND CONDITIONS FOR THIRD-PARTY PRODUCTS SOLD BY TV4**

#### **15.1. General provisions**

15.1.1. TV4 can, from time to time, offer and sell TV4's cooperation partners' products (so-called third-party products) to the Advertiser. TV4's cooperation partners and the third-party products which are available for purchase through TV4 are stated in conjunction with the purchase of the advertisement and/or on <https://commercial.tv4.se>. The provisions of this section 15 apply in conjunction with TV4's sale of third-party products. These general terms and conditions otherwise apply in their entirety to the Advertiser's purchase of third-party products via TV4. In addition, special terms and conditions for each cooperation partner may be applicable, which is stated in the sub-appendices to these general terms and conditions. TV4 may update the sub-appendices on an on-going basis during the contract term and the Advertiser undertakes to comply with the sub-appendices for each cooperation partner/third-party product from time to time.

15.1.2. In the event of conflict (as regards purchase of third-party products) amongst the various terms and conditions, the following priority shall apply: (i) the sub-appendices to these general terms and conditions; (ii) the provisions of this section 15; and (iii) other provisions of these general terms and conditions. TV4 reserves the right to amend this section 15 from time to time. In the event of a material amendment, TV4 shall inform the Advertiser at least fourteen (14) days before such amendment enters into force.

15.1.3. TV4 reserves the right to amend this section 15 from time to time. In the event of a material amendment, TV4 shall inform the Advertiser at least fourteen (14) days before such amendment enters into force.

15.1.4. In conjunction with purchase of third-party products via TV4, particular laws, rules, and terms and conditions may apply to such purchase in addition to these general terms and conditions, based on the selected third-party product and/or cooperation partner. The foregoing is determined by the relevant cooperation partner based on their terms and conditions, country of broadcast, and applicable legislation. The Advertiser is responsible for verifying which particular laws, rules, terms and conditions, and jurisdictional limits apply to the specific third-party product that the Advertiser purchases in and is liable for compliance therewith. Note that the rules may be changed over time and vary amongst various third-party products/cooperation partners and, in certain cases, changes may enter into force immediately. TV4 is entitled to stop or cancel the Advertiser's campaign if required by the cooperation partner and the Advertiser undertakes to hold TV4 harmless for any costs/damages that arise in the event of non-compliance with applicable undertakings.

## **15.2. Deficient delivery**

15.2.1. For the avoidance of doubt, any deficient delivery of a campaign on TV4's cooperation partners' channels will only be compensated with advertising space on the relevant cooperation partner's channel.

## **15.3. Refusal of an advertisement**

15.3.1. The Advertiser is informed and accepts that TV4's cooperation partners, as part of the editorial control over their channels/platforms are entitled to refuse and/or stop the broadcast/publishing of an advertisement where:

- the cooperation partner believes that the advertisement is unsuitable for transmission due to public authority guidelines or rules, or if transmission/publication is stopped by an applicable public authority or is otherwise prohibited under the cooperation partner's applicable rules for advertising; and/or
- the cooperation partner has reason to believe that the advertisement may be detrimental, pejorative, illegal, misleading, or the like in respect of the reputation of the cooperation partner and/or another company in the same group; and/or
- the Advertiser is in breach of any of the warranties or undertakings in sections 15.4 and 15.5 below.

15.3.2. If an advertisement is refused or stopped, the Advertiser shall endeavour to immediately replace the refused/stopped advertisement with an alternative advertisement.

#### 15.4.Licence

15.4.1. The Advertiser grants to TV4, with a right to sub-license to TV4's cooperation partner (and for the cooperation partner to sub-license to its representatives and subcontractors), a non-exclusive right to use (including, but not limited to, the right to make copies, publish, reproduce and distribute), during the campaign period or as otherwise agreed, the Advertiser's logo(s), the advertisement and all other occurring intellectual property rights (however with respect to music, excluding public performance rights) contained in the advertisement for publication on the cooperation partner's platform(s) as it may be made available on any of the cooperation partner's (including its group companies) platforms and/or third-party platforms via, including but not limited to, satellite, cable, IPTV/ADSL/DSL, online (including internet), mobile networks (*inter alia* 3G/4G), irrespective of delivery method and/or technology (now or in the future) and to all devices on demand (including "instant-restart"/"start-over", "catch-up") or similar functions for delayed viewing where the original advertising breaks are usually retained), irrespective of the legal relationship with the end user (free or for payment), and irrespective of whether it is broadcast in 'High Definition' or another manner.

#### 15.5. The Advertiser's warranties

15.5.1. The Advertiser certifies and warrants that:

- it holds (and has paid for, where applicable) all necessary licences, rights, approvals, consents, and waivers for production and broadcast of advertisement material (including, but not limited to, the right to use, produce copies, publish, reproduce, make available, and distribute) on TV4's cooperation partners' platforms, and all content therein, including, but not limited to, the copyright in/to the advertisement (including any music contained therein plus any music performance rights, excluding public performance rights), to make the advertisement available on TV4's cooperation partners' platforms and/or the participation of any person in the advertisement, and/or trade mark rights in logos or similar marks appearing in the advertisement;
- no advertisement constitutes defamation, or infringes the rights, of any third party, or is obscene, or is harmful to the image or reputation of TV4's cooperation partners and/or their channels and/or may expose an applicable cooperation partner and/or companies within the same group to civil or criminal proceedings;
- the advertisement is consistent with all applicable laws, rules, regulations, guidelines, and codes of governmental bodies or public authorities, the cooperation partner's applicable advertising rules (sub-appendices 1-2), and section 15.1.4 of these general terms and conditions;
- only such cookies, pixels, or similar technologies are placed in its advertisements and/or on the cooperation partners' platforms as are listed in the order confirmation that the Advertiser is provided with by TV4 in conjunction with a booked campaign.

#### 15.6. Liability for compensation

15.6.1. Advertiser shall indemnify TV4 for all loss/damage, costs, damages, charges, and liability arising as a consequence of Advertiser's breach of Swedish law and any other applicable law, and/or breach of contractual obligations, commitments, or warranties from Advertiser pursuant to this section 15. Any claims for compensation brought against TV4 by TV4's cooperation partners, companies within the same group, or other third parties as a consequence of the Advertiser's



breach as described above shall be considered direct damage.

15.6.2. TV4 shall also be entitled to reimbursement of legal costs associated with legal representation of TV4 in connection with any claim for compensation brought against TV4.

## **16. SPECIAL TERMS AND CONDITIONS FOR THE PURCHASE OF ADVERTISING SPACE ON TV4 MEDIA MANAGER**

### **16.1. General provisions**

16.1.1. The terms and conditions of this section 16 are applied to the Advertiser's purchase of advertising space via TV4's self-service platform, TV4 Media Manager.

16.1.2. In the event of conflict between the terms and conditions of this section 16 and the other terms and conditions of these General Terms and Conditions, the terms and conditions of this section 16 shall prevail. Otherwise, all terms and conditions of these General Terms and Conditions shall apply unchanged to the Advertiser's purchase of advertising space via TV4 Media Manager.

16.1.3. TV4 reserves the right to amend this section 16 from time to time. In the event of a material amendment, TV4 shall inform the Advertiser at least fourteen (14) days before such amendment enters into force.

### **16.2. Prices and terms of payment**

16.2.1. TV4 reserves the right to update the prices on TV4 Media Manager from time to time.

16.2.2. If the Advertiser chooses to pay for its booking via TV4 Media Manager by invoice, TV4's customary invoicing procedures and terms and conditions apply. If TV4 deems that the Advertiser does not meet TV4's creditworthiness requirements, TV4 reserves the right to deny the Advertiser the opportunity to pay by invoice.

16.2.3. The Advertiser may choose to pay for its booking via TV4 Media Manager by debit card at the time of booking. In such case, TV4 will not invoice the Advertiser for booked advertising time, and any debt will be credited to the debit card that was used at the time of booking, after all campaigns in an order have been completed.

### **16.3. Delivery guarantee**

16.3.1. In conjunction with purchase of advertising space via TV4 Media Manager, TV4 guarantees that actual campaign delivery will be one-hundred (100) per cent of the number of TRP/gross contacts/started streams (*impressions*) purchased for the campaign. For the avoidance of doubt, it is noted that there is no guarantee regarding a specific film version, platform, channel, and/or region. Viewer data is collected from MMS and/or TV4's Adserver, and includes all viewing, including TSV (Time shifted viewing), that can be credited to the advertiser's campaign irrespective of the device on which the viewing takes place. In the event of technical measurement problems and/or a material difference between MMS's measurements of started streams (*impressions*) and TV4's Adserver's started streams (*impressions*), TV4 reserves the right to follow up on campaigns in part with campaign data from TV4's Adserver. The guarantee applies on condition that the campaign is at least fourteen (14) days in length.

16.3.2. TV4's schedule for Broadcast TV is scheduled between 05:00 and 04:59. This means that advertising campaigns on Broadcast TV are shown at the earliest at 05:00 on the day of the start of the campaign, and up to and including 04:59 on the day after the last day of the campaign. Digital



advertising campaigns are shown at the earliest at 02:00 on the day of the start of the campaign, and up to and including 23:59 on the last day of the campaign.

#### **16.4. Adjusted booking**

16.4.1. TV4 reserves the right to adjust unconfirmed bookings downwards in the event that demand exceeds supply.

#### **16.5. TV4's undertaking**

16.5.1. The value of the deficient delivery is the difference between purchased and delivered number of TRP/gross contacts/impressions and the campaign's average CPP/contact cost/average price per started stream (*impression*). For the avoidance of doubt, the number of TRP/gross contacts/impressions does not constitute the deficient delivery; instead, it is the value of the TRP/gross contacts/impressions which were purchased but not delivered.

16.5.2. In the event of any deficient delivery in connection with purchase via TV4 Media Manager, the Advertiser will first receive a voucher corresponding to the value of the deficient delivery. If the Advertiser wishes to settle the deficient delivery by other means, the Advertiser shall contact TV4.

16.5.3. If the Advertiser has paid by debit card, any deficient delivery will be credited automatically after all campaigns in an order have been completed.

16.5.4. If the value of the deficient delivery for a single advertising campaign is less than five hundred kronor (SEK 500), TV4 shall have no obligation to register or settle the deficient delivery and TV4 shall regard the campaign as having been delivered. If the value of the individual deficient delivery (debt) exceeds SEK 500 but is less than SEK 5,000, TV4 shall have no direct obligation to adjust the amount; however TV4 shall document the debt and the Advertiser shall have the opportunity to obtain an adjustment if, and when, the aggregate debt exceeds SEK 5,000.

16.5.5. The Advertiser must use any vouchers or other balances pursuant to this section not later than within two (2) years after issuance, after which time they are forfeited. After such date, the Advertiser shall not longer be entitled to assert any claims under this section 16.5. The Advertiser shall have no right whatsoever to compensation, nor any right to bring claims against TV4 other than those expressly provided for in this section 16.5.

#### **16.6. Cancellation of advertising time**

16.6.1. The Advertiser is entitled to cancel booked advertising time free of charge up to twenty-five (25) days before the start of a campaign. Thereafter, the booking is binding in its entirety.

#### **16.7. Film delivery**

16.7.1. Unless otherwise is agreed, Advertisements shall be supplied to TV4 no later than four (4) business days before the start of the campaign. An advertisement is deemed to have been supplied when the requirements contained in TV4's technical specifications applicable from time to time, which are available on <https://commercial.tv4.se/>, have been fulfilled.

16.7.2. If the advertisement is delivered later than stipulated in section 16.7.1 and this affects TV4's ability to show the advertisement in accordance with a planned campaign period, the Advertiser is nevertheless liable to pay for the entire campaign period. For example, if an advertisement is delivered after one-half of the booked campaign period has elapsed, the Advertiser is liable for payment for the entire campaign period and TV4's delivery guarantee only applies to the part of the

campaign period that the advertisement was actually available to TV4.

16.7.3. In conjunction with delivery via a so-called VAST link, the Advertiser is obligated to ensure that an advertisement is available for each advertisement call. If the advertisement is not available and TV4 thus cannot publish the advertisement, the Advertiser is still obligated to pay for booked advertising time.

**Sub-appendix 1: Disney Advertising Rules**

**Sub-appendix 2: SkyShowtime Advertising Rules**