

**GENERAL TERMS AND CONDITIONS**  
**FOR THE PURCHASE OF AIR TIME FOR ADVERTISING**  
(October 2005)

**1. APPLICATION**

These terms and conditions shall form part of the Agreement and shall be applicable to all agreements regarding the sale and purchase of Advertising Space between Viasat Broadcasting UK Ltd (hereinafter referred to as "VIASAT") and the Advertiser or Media Agency (in relevant part jointly or separately, as appropriate, referred to as the "Client").

**2. BROADCASTING TERMS AND CONDITIONS**

2.1 The Client acknowledges and accepts that VIASAT is required to follow the rules and regulations that are, from time to time, issued by OFCOM. In this context, the Client also accepts that it may be necessary for VIASAT to modify an advertisement in order to conform it to the applicable OFCOM rules and regulations and/or any other applicable laws and regulations. In the event that the Client does not accept VIASAT's modifications, and VIASAT as a result is prevented from broadcasting the relevant advertisement, the Client is not required to pay for the booked Advertising Space, provided the Client provides VIASAT with the Review Copy of the spot within the time-limit prescribed in Section 3.

2.2 In addition, the Client accepts the further condition for VIASAT's broadcasting of the advertisement that such conforms to the Technical Requirements and Specifications. Where, in conjunction with a review of the delivered Broadcast Master (see section 3), VIASAT finds deficiencies in respect of such, VIASAT must notify the Client whereupon the Client must submit a new Broadcast Master for approval by VIASAT. The Client acknowledges that VIASAT shall have the right to postpone the scheduled broadcast date 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.

2.3 The Client shall deliver an advertising booking in the form of an Air Time Advertising Schedule, or other written document in an agreed form, to VIASAT's local office in Stockholm and/or Oslo and/or Copenhagen (as appropriate depending on the territory for which the Advertising Space is being booked) no later than five weeks before the broadcast date.

2.4 VIASAT has the right to reject any advertisement that it considers defamatory, offensive, or derogatory of VIASAT and/or

its related companies and/or any of its commercial partners.

**3. DELIVERY OF MATERIAL**

3.1 For each advertisement, the Client shall, no later than five (5) Business Days before the scheduled broadcast date:

a) deliver to VIASAT's headquarters in London two (2) technically acceptable Digibeta copies ("Broadcast Masters"), together with the Cue sheets; and

b) deliver to VIASAT's local office in Stockholm and/or Oslo and/or Copenhagen (as appropriate depending on the territory for which the Advertising Space has been booked) one (1) VHS cassette ("Review Copy").

3.2 Where a Broadcast Master is received by VIASAT later than five days before the scheduled broadcast date or the Broadcast Master does not conform to the Technical Requirements and Specifications, VIASAT is not obligated to broadcast the relevant advertisement and in such case shall notify the Client that the spot cannot be broadcast. In respect of a Broadcast Master received by VIASAT later than five days, VIASAT is nevertheless entitled to charge the Client the full amount payable for the booked Advertising Space. If VIASAT approves a new Broadcast Master that has been received by VIASAT later than five days before the scheduled broadcasting, VIASAT may charge a supplementary fee of 5,000 SEK and/or NOK and/or DKK (as appropriate depending on the territory for which the Advertising Space has been booked) excluding VAT or equivalent local value added tax per copy to the Client.

3.3 Where the delivered Review Copy is delivered later than five days before the scheduled broadcast date, and the relevant advertisement is found to be contrary to the relevant OFCOM rules and regulations and/or any other applicable laws and regulations, VIASAT shall have no obligation to broadcast the advertisement or to notify the Client that the same cannot be broadcast. In such case, VIASAT is nevertheless entitled to charge the Client the full amount payable for the booked Advertising Space.

3.4 VIASAT shall not be liable for broadcasting any material submitted by the Client.

3.5 VIASAT shall, where possible, at the Client's own cost and written request, return the material submitted by the Client.

**4. RESCHEDULING OF BROADCASTING TIME**

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- 4.1 VIASAT reserves the right in its absolute discretion to amend the programme schedule and, in such context, make adjustments in the scheduled broadcasting time and/or Position for the contracted advertisement.
- 4.2 VIASAT 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, VIASAT 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.
- 4.3 VIASAT shall use reasonable endeavours to broadcast advertisements as close as reasonably possible to the exact time in a commercial Break ordered by the Client.
- 4.4 An advertisement that is broadcast within five minutes before or after the scheduled broadcast time for that advertisement is deemed to have been broadcast within the booked broadcast time. 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.
5. **CANCELLATION OF ADVERTISING SPACE AND TERMINATION**
- 5.1 Either party may serve notice to cancel the booked Advertising Space by serving the other party with notice in writing provided such notice is received by that other party not later than three (3) months before the scheduled broadcasting date. If, however, a campaign is cancelled less than five weeks before the scheduled date for broadcasting, VIASAT shall not be obligated to accept such cancellation.
- 5.2 Where a cancellation is accepted by VIASAT, the Client shall pay the following compensation (assessed on the basis of when the written notice to cancel the booked Advertising Space has been received by VIASAT):
- 3 months prior to the scheduled broadcast date: 30% of the value of the booking at the time of cancellation
  - 2 months prior to the scheduled broadcast date: 40% of the value of the booking at the time of cancellation
  - 1 month prior to the scheduled broadcast date: 50% of the value of the booking at the time of cancellation
- 5 days prior to the scheduled broadcast date: 100% of the value of the booking at the time of cancellation.
- 5.3 In the event VIASAT's broadcasting activities are reduced and/or impeded by legislation and/or other measures beyond the control of VIASAT, VIASAT is entitled to immediately terminate this Agreement and any and/or all other agreements with the Client.
6. **MEDIA AGENCIES**
- If the Client is a Media Agency acting on behalf of an Advertiser:
- 6.1 such 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;
- 6.2 such Media Agency hereby warrants that it has full authority to enter into agreements on behalf of the Advertiser;
- 6.3 such Media Agency shall only be compensated by the Advertiser in the manner agreed separately between the Media Agency and the Advertiser (all compensation, discounts (except handling discounts), results of negotiations, etc. obtained from VIASAT related to the Advertising Space shall inure entirely for the benefit of, and shall be credited to, the Advertiser);
- 6.4 such Media Agency shall comply with the applicable rules, regulations and laws currently in force and/or issued from time to time by OFCOM and the British Broadcasting Act.
7. **PAYMENT TERMS**
- 7.1 Unless otherwise set out in this Agreement, the agreed compensation for booked Advertising Space shall be paid on the earlier of within twenty (20) days after the date of invoice and ten Business Days before the scheduled day for broadcasting. In the event of non-payment or overdue payment from the Client, VIASAT 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 clause 7.1.
- 7.2 If this Agreement is an annual Agreement (i.e. an agreement with a term of 12 months or more), payment shall be made not later than twenty (20) days after the date of invoice. Where a Client does not settle a debit balance by the due date, VIASAT reserves the right:
- to refuse further bookings from that Client;
  - to regard any claim and/or payments due and payable at a later date as having

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become immediately due and payable;  
and

- to charge the Client interest at two percent (2%) above the Barclays Bank PLC base rate compounded monthly on all outstanding payments.

7.3 Where a particular item and/or payment on an invoice is disputed by the Client, the Client shall notify VIASAT 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 clause 7.1 or clause 7.2 above, as appropriate. 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 VIASAT of written notice from the Client as set out in this clause 7.3. If notice is not served within the seven (7) day time-limit above, the Client shall be liable to pay for all items and/or payments on the invoice(s) in question.

7.4 The Client may not set off any outstanding payments against claims which the Client regards itself as having against VIASAT without VIASAT's written consent.

7.5 Where applicable, the invoiced amount shall be rounded up to the nearest Krone (SEK or NOK or DKK, as appropriate depending on the territory for which the Advertising Space has been booked).

**8. INTELLECTUAL PROPERTY AND INDEMNITY**

8.1 The Client warrants that it possesses all the rights and licenses and has obtained all clearances necessary to enable VIASAT to broadcast the advertisement without VIASAT incurring any costs resulting from such broadcast and that VIASAT's broadcasting of an advertisement will not constitute infringement of any third party rights (copyright and/or any other intellectual property rights). The Client further warrants that it has paid for all necessary clearances and licences, including, but not limited to, any music and copyright clearances.

8.2 The Client shall indemnify VIASAT for any and all costs, fines, damages and/or losses suffered and/or incurred by VIASAT as a result of the Client's failure to comply with clause 8.1 and/or any other breaches by the Client of the terms of this Agreement.

**9. AMENDMENT OF FEES AND TERMS AND CONDITIONS**

VIASAT shall have the right to make reasonable amendments to the fees and/or the terms and conditions of this Agreement, and shall, in so far as is reasonably practicable, notify the Client at least two (2) weeks in advance with regard to such amendments of fees and terms and conditions, although VIASAT retains the right to make such amendments with shorter notice.

**10. MODIFICATION OF SEGMENTS AND CLASSIFICATIONS**

VIASAT shall use reasonable endeavours to provide at least two (2) weeks notice with regard to any modifications of Segments and classifications affecting the Client's advertisements. VIASAT 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 fee applicable at the time of the actual broadcasting time shall apply.

**11. SPECIAL RATES**

Special rates and terms and conditions may be issued by VIASAT from time to time with regard to specific Advertising Space.

**12. APPLICABLE LAW**

This Agreement shall be governed by English law and any disputes shall be subject to the non-exclusive jurisdiction of the courts of England.

**13. CONFLICT**

In the event of a conflict between these General Terms and Conditions and the terms set-out the Air Time Advertising Schedule to this Agreement, the terms of the Air Time Advertising Schedule shall prevail.

**14. DEFINITIONS**

The above following words and expressions as in this agreement have the following meanings:

14.1 "Air Time Advertising Schedule" a document containing the commercial terms of the sale and purchase of Advertising Space.

14.2 "Advertising Space" means that portion of the available programme time which is reserved for advertising on the Channels.

14.3 "Advertiser" means a physical or legal entity, whose products and/or services are and/or are scheduled to be advertised on the Channels.

14.4 "Agreement" means this agreement, these general terms and conditions and any schedules and/or annexures attached hereto.

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

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- 14.6 “Breaks” means advertisement breaks during programmes during or in which advertisements are broadcast or scheduled to be broadcast.
- 14.7 “Broadcasting Master” and “Review Copy” means the cassette tapes which are defined under Section 3 in these terms and conditions and which contain all manner of advertising material which is intended for broadcasting by VIASAT, including any references to sponsors or other texts. Delivery of a cassette copy is deemed to have occurred only when VIASAT’s technical requirements are fulfilled.
- 14.8 “Business day” means days from Monday to Friday of each week, excluding public holidays in Sweden, Norway, Denmark and England.
- 14.9 “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.
- 14.10 “Channel(s)” means the television channel(s) set-out in the Air Time Advertising Schedule.
- 14.11 “Client” means the Advertiser and/or the Media Agency acting on behalf of the Advertiser, whichever is the contracting party in the Air Time Advertising Schedule.
- 14.12 “Cue sheets” means a specified register of the music which is contained in the spot which shall be reported to the relevant music collecting society.
- 14.13 “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.
- 14.14 “OFCOM” means the Office of Communications which is the independent regulator and competition authority for the UK communications industries, with responsibilities across television, radio, telecommunications and wireless communications services.
- 14.15 “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.
- 14.16 “Rating” means the percentage of viewers who view a Channel and/or an advertising spot.
- 14.17 “Segment” means the time zones in which VIASAT broadcasts advertisements.
- 14.18 “Technical Requirements and Specifications” means the technical requirements and specifications advertisements issued by VIASAT to the Client.
- 14.19 “Top and Tail” means two advertising spots for the same product placed in one Break and/or Block, as follows: one placed first; and one placed last; and with at least one other spot in-between.