



nordic
entertainment group

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1. INTRODUCTION

NENT'S MISSION

Selling entertainment is our life

We are a sales-driven company in the entertainment business. We build programmes into profiled channels and channels into platforms of entertainment – then sell them to customers and advertisers. We turn ideas into profit.

We move fast

It is fun always being on the move. At NENT, “anything is possible – just do it!”. Our dynamic business environment means that we need to be flexible and be able to adapt rapidly. We make quick, correct decisions and implement them instantly.

Straight to the point

We are all about straightforward entertainment. We make the complex simple – both internally, as well as externally, by selling an unpretentious and accessible product.

THIS PRODUCTION KIT

You have been commissioned by Nordic Entertainment Group to produce certain programmes for broadcast on an NENT channel.

This Production Commission Kit is your reference manual for all NENT productions. You should make sure that all personnel on your production team for each NENT production are aware of its contents.

This kit is designed to assist both you and NENT and to guide you through each production without too many complications.

You will work closely with the project leader, in respect of each NENT production, and all matters relating to NENT productions should be discussed and agreed with them.

2. NENT CONTACT NAMES

For all queries relating to the contents of this Production Kit, please contact the following NENT personnel:

NENT London

Content Compliance Team

Content Compliance Manager	Joseph Grove	+44 (0) 208 742 5179
Senior Content Compliance Advisor TV3, 3+ & TV3 PULS Denmark	Camilla McTiernan	+46 (0) 725 00 1625
Senior Content Compliance Advisor TV3, TV6, TV8 & TV10 Sweden	Marika Von Harten	+46 (0) 736 99 2360
Senior Content Compliance Advisor TV3, V4 & TV6 Norway	Sara Breitholtz	+44 7769 296 021
Content Compliance Advisor Acquired Programming & Editing	Simon Dodds	

Other contacts

Head of On-Air Planning	David Cox	+44 208 742 5100
Subtitles	Dusana Smith	+44 (0)20 7131 6471
Transmission Management cgtransmissionsupervisors@encompass.tv		+44 208 742 5100

3. TECHNICAL SPECIFICATIONS

NENT transmits its programmes from a central server running under computer control. All programme tapes and files must conform **exactly** to the technical specifications and will be rejected if they do not.

Specific Requirements Digital Delivery

1. Delivery of Digital Media

NENT London requires that Digital material will be provided as per the below specification

Delivery of any content in a format other than the below specification shall have to be approved beforehand by NENT London. Any such request shall be submitted at least two weeks before the planned delivery date

2. Delivery Specification – High Definition Files

Files will be delivered to NENT London complying with the Sony XDCam HD422 50Mbps format

Container

Format: MXF (Media Exchange Format)

Format Codec: XDCAM HD422

Profile: OP1a

Format settings: MXF files must be closed/complete

Duration: All material elements must be of exactly the same duration

Timecode: Synchronous to recorded video

Essence allocation: Video must be the first essence

Auxiliary data essences are not permitted

Video Essence

The video information within the file must conform to ITU-R BT.709, at 1125 total lines with active video being 1920 samples horizontally and 1080 lines vertically.

Format: MPEG2 Compression: 4.2.2@high

Scan type: Interlaced only

Frame rate: 25fps

Bitrate: 50Mb/s

Bitrate mode: CBR / Constant Bitrate

Field order: UFF / Upper (Top) Field First Bit depth: 8bit

Chroma subsampling: 4:2:2

GOP structure: longGOP / N=12

The following criteria also apply:

- Luminance level should not exceed 0.70 volts
- Chrominance level should not exceed 0.70 volts during bars and 0.84 volts in programme
- The video track will start at first frame of video and finish at last frame of video.

Audio Essence

The digital audio contained in the file shall be locked to video and conform to EBU R128 for loudness and headroom. Reference level should be -18db down from the maximum full-scale digital level (DBFS) allowed by the AES/EBU digital audio standard of the tape machine.

Therefore reference = -18DBFS.

Format: PCM

Audio mode: 1 Channel per file

Bitrate mode: CBR / Constant Bitrate

Sampling rate: 48.0 kHz

Bit depth: 24bit

The following criteria also must also be considered:

- All multiple track recordings must be properly phased, and separation shall correspond properly with visual separation
- There should be no discernible aberration in the lip sync. Audio sync relative to video frame shall not deviate by more than -1/+1 frame.

3. Audio Configuration

Long form

High Definition files

Track one: Stereo mix left

Track two: Stereo mix right

Track three: M&E stereo left (if available)

Track four: M&E stereo right (if available)

Track 1	Track 2	Track 3	Track 4
Programme		For Production use	
left (A)	right (B)	M & E Left	M & E Right
Final mix on tracks 1 and 2 must be phase coherent		These tracks may have content but will not be transmitted	

Audio Level, Reference Level and Measurement

The Maximum or Peak Programme Level shall never exceed 8dBs above the programme's Reference Level.

Digital Audio Reference level is defined as 18dB below the maximum coding value (-18DBFS) as per EBU recommended practice R68.

Flashing Images / Visual Patterns - Photosensitive Epilepsy (PSE)

Flickering or intermittent lights and certain types of repetitive visual patterns can cause serious problems for some viewers who are prone to photosensitive epilepsy and should therefore be avoided.

Line-up Test Signals, Clock and Leader

The start of programme should be preceded by a countdown clock indicating programme house number, programme title, episode number and, if appropriate, pre/post watershed version.

Deliver the file seamless. No black frames for breaks.

The clock must provide a clear countdown of at least 10 seconds fading to black at three seconds prior to first programme pictures.

The clock must appear round when viewed on a display set to the same format as the programme.

For Digital Delivery:

Timecode	Duration	Video	Audio 1	Audio 2	Audio 3	Audio 4
09:59:50:00	7"	Clock or ident	Silence	Silence	Silence	Silence
09:59:57:00	3"	Black	Silence	Silence	Silence	Silence
10:00:00:00	Programme	Programme	Refer to point 4	Refer to point 4	Refer to point 4	Refer to point 4
Ten seconds minus end of file	10"	Black	Silence	Silence	Silence	Silence

Please note: At the end of the programme, sound must end naturally or be faded to be out by the end of the programme, as well as black & continuous time code for at least 10 seconds after the end of programme (only files that come through Mediabank) If directly sent to Aspera then no 10 sec black at end.

The following information should be supplied on the ident clock:

The clock must contain the correct information – if not, they will be rejected.

- a) Full programme title, house number and episode number.
- b) What version it is in case of replacements (e.g. V1, V2 etc.)

An e-mail with exact timecodes, for where the commercial breaks should be, shall be sent to contentoperations@viaplay.com and the relevant Compliance contact for SE, DK and NO (see Section 2 of this document) at the same time as the file is delivered. Make sure it's specified which program and episode it applies to.

Numbering Of Programmes

Prior to starting production, NENT will supply you with a programme number (so-called 'house number').

4. REQUIRMENTS FOR ADDING PP LOGO

Starting from the fall season 2013 the PP logo should be added to all relevant Own Productions by the production company when the programs contains product placement.

In accordance with Ofcom Rule 9.14 all Product placement must be signalled with the logo. Failing to do this is a breach of the above rule.

For details of what constitutes Product placement see section 16 below or contact your Compliance advisor.

The logo needs to be added at the **start of a program, when it comes back from a break** and at the **end of the program** in the bottom left corner in the 4:3 safe area for a minimum of 3 seconds.

Technical criteria for universal product placement logo

Two versions of the universal logo



White outer P, black inner P (“Logo 1”) (the black background shown above is not part of the logo, but is for illustrative purposes here only)



Black outer P, white inner P (“Logo 2”)

How the logo must be used:

Logo 1 should be used over predominantly dark backgrounds. It can be downloaded at: <http://www.ofcom.org.uk/static/pp/logo1.tif>

Logo 2 should be used over predominantly light backgrounds. It can be downloaded at: <http://www.ofcom.org.uk/static/pp/logo2.tif>

Whichever version is used, the full logo should be clearly visible throughout its duration on screen. The .tif files contain broadcast-quality, oversized alpha elements of the logo. You must re-size these to meet the line height specifications below. An embedded grayscale (alpha channel) in the .tif files indicates the required transparency levels of the outer and inner Ps. The required transparency specifications are also detailed below, in case you wish to re-create the transparency settings.

Required technical criteria:

When either Logo 1 or Logo 2 appears on screen, **it must be:**

- placed in the bottom left corner within the 4:3 safe area (but not conflicting with other on-screen graphics, logos or text);
- static on screen for a duration of no less than 3 seconds (75 frames); and
- of the following size and transparency:

Outer P	Inner P
Line Height Standard Definition: 36 lines High Definition (1080): 68 lines	Line Height Standard Definition: 26 lines High Definition (1080): 49 lines
Transparency: 35%	Transparency: 50%

When calculating line height, the measurement should be taken from the top to the bottom of the „P“ and only non-antialiased pixels should be counted.

Further guidance on determining line height is available at:

https://www.cap.org.uk/~media/Files/CAP/Help%20notes%20new/BCAP_Advertising_Guidance_Notes_1.ashx

5. REQUIRMENTS FOR FILE DELIVERY

All NENT Own productions should be delivered digitally via the file delivery service Mediabank. (www.mediabank.me)

Mediabank-services are delivered and operated by NEP worldwide network.

All the latest information about how to use Mediabank for delivering masters to NENT, is available via the support portal:

[HTTP://SUPPORT.MEDIABANK.ME](http://SUPPORT.MEDIABANK.ME)

We have also described how to export the correct file format from the most current NLE-systems.

If you do have further questions, do not hesitate to contact our Mediabank Coordinator in Oslo.

Contact info, Mediabank Coordinator:

Phone: +47 23 68 80 25

Mail: mediakoordinator@netverk.no

Support e-mail: support@mediabank.me

6. DURATION AND PROGRAM PARTS

DURATIONS

The durations and common slot times for normal programming are usually:

<u>Programme to fill a</u>	<u>Duration</u>
30 min. time slot	21.30 +/- 10 sec.
45 min. time slot	32.30 +/- 10 sec.
60 min. time slot	43.30 +/- 10 sec. For DK 41.30
80 min. time slot	58.30 +/- 10 sec.
90 min. time slot	65.00 +/- 10 sec.

Please discuss with the project leader and channel manager regarding the durations and amount of breaks during of the program.

The maximum numbers of internal breaks within normal programming (*excluding films, news, religious service, children’s and school programmes) are:

Slot (Scheduled Duration)	Centre Breaks	Programme Parts
Up to 25 min	1	2
26 - 45 min	2	3
46 - 65 min	3	4
66 - 85 min	4	5
86 - 105 min	5	6
106 - 125 min	6	7
126 - 145 min	7	8
146 - 165 min	8	9
166 - 185 min	9	10

*For these rules please contact the compliance department

OVER RUNNING AND UNDER RUNNING

Any overrun or underrun must be authorised by NENT's Project Leader in Sweden, Denmark or Norway prior to transmission and notified to Compliance & Scheduling at least 3 working days as soon as possible.

7. END CREDITS

The end credits must always comply with NENT's policy, which is as follows:

1. The end credits shall be included in the total agreed duration of the programme. Please note that sponsor billboards are not included in the duration of the Programme.
2. The end credits must include rolling credits and be no longer than twenty-five (25) seconds, including your logo and your company name (as producer) (which should appear close to the end). Please remember that any action continuing over the end credits will jeopardise the possibility of having V/O time available for NENT's continuity dept.
3. Your logo shall be no more than 5 seconds.
4. The end credits should specify that your company produced the programme for NENT. This information should appear at the very end of the credit list. Copyright for the programme lies with the broadcaster. Please see below.

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5. Crawling credits may only be used with the prior approval of the Head of Production, NENT Sweden, Denmark or Norway.
6. If your programme includes any acquired segments, the name of the producer of the acquired segments and the production company/distributor of this acquired material should appear in the end credit.

However, if you, as producer, are presenting/wrapping an acquired movie or documentary, then the acquired end credits should be used after the outro made by the host (if any) together with the names of your company and presenter.

7. **No company logo (other than your own), brand logo etc. shall be listed in the end credit. End credits containing company names, brand names etc. must be approved by the Head of Production and notified to Compliance and must be placed at the beginning of the end credits and can, under no circumstances, exceed 5 seconds in length.**

Sponsor logos shall not, under any circumstances, be included in the end credits.

8. You may not include your website address in the end credits without the prior approval in writing of the Head of production NENT and notified to Compliance.

8. DELIVERY

Each programme shall be deemed to have been delivered only when you have fulfilled the following conditions:

The delivery deadline below is a 'deadline' your production schedules must be made to ensure the material meets this deadline.

You must deliver to NENT's Broadcast Centre by deadline of at least 10 working days before scheduled transmission, unless otherwise authorised by The Compliance Department, the following materials:

- a. Digital delivery of one "broadcast master" via Mediabank.

Please refer to Chapter 3 for full details of the technical specifications required by NENT;

- b. Such trailers as are specified by NENT in the relevant deal memo. For further details regarding trailers please see Chapter 12.

You must deliver a file of the program to NENT Sweden / Denmark / Norway (marked for the attention of the Head of Own Productions and the Head of Press) the following:

- b. A synopsis of each of the programmes including names of all participants; (Sweden to be delivered to the Project Manager at Press via <ftp.vss.viasat.tv> in the producer's folder).
- c. Format and delivery date for the additional promotional material to be agreed between the parties.

For details regarding delivery of live programmes please see Chapter 11.

Any programme delivery to NENT London must be uploaded via Mediabank, at your expense, 10 working days before Transmission or as agreed with the commissioning editor and the Broadcast Compliance Department.

Always inform your contact at NENT immediately if a program is delayed, needs replacing or unpublishing on Viaplay/Viafree.

9. PACKAGE SHOWS

Where you produce a show by wrapping segments acquired and supplied by NENT and where you receive such material from the distributor direct (and not via NENT), you must save and store at your own expense an edited "clean" version of the acquired parts without own produced graphics and local voice-over (nor with voice-over on a separate sound track). By doing so, NENT can easily and without re editing, use the same segment in another broadcasting territory.

10. FEED BOOKINGS

All pre-recorded material should be delivered digitally, therefore link booking must only be done as a last resort.

1. All bookings for feeds should be done directly to local MCR and is added as a meeting in outlook.
2. . It is always the responsibility of the booker to ensure that both London NOC and local MCR are aware of the feed.
3. The booked feed time for linked material must allow for the link to be completed a minimum of 3 hours prior to scheduled transmission.
4. Please include all relevant information in your booking which includes, but is not limited to:
 - a) Programme Name
 - b) House- and Episode Number
 - c) Duration of programme
 - d) Number of parts
 - e) Time, Date & Duration of Feed time required
 - f) Whether it is a live transmission or a link for transmission at a later time.
 - g) Transmission date & time & channel
 - h) Whether the booked slot is recurring and the details for this.
 - i) Where the feed will come from, satellite or fibre
 - j) If Satellite Feed, then include full identifying details of the Satellite position and any pass codes needed to gain access to the satellite feed
 - k) Contact details in case of a problem

Your booking will be rejected if the above is not provided with complete information.

5. Series Bookings – If you are making a regular weekly or daily booking please add a “kill” date to your request – MCR will cancel your booking from this date on
6. If a booking requires amendment, this must be done by submitting a new booking form, clearly labelled as an updated version.
7. All programmes linked to London for a later transmission must contain a clock with correct and detailed information identifying the house number, duration, episode- and part number, and audio configuration.
8. If you miss your booked slot or are delayed by more than 10 minutes, the line feed booking will be void and you will have to re book your slot – there is normally a 3 hour minimum time for bookings.

11. LIVE PROGRAMMES

Your live programme will be linked to NENT London via satellite or fibre. A fully completed feed booking form must be submitted for all live events. The booking should be done directly to local MCR and is added as a meeting in outlook.

2. Programme Transmission

During the transmission the only acceptable line type used for establishing talkback communications between OB / studio and London NOC / Transmission will be fixed VOIP or telephone hybrids. ISDN connectivity is not available

If you have a Live transmission which requires special attention you can ask for a one-to-one set-up. This ensures that the live broadcast will have a dedicated transmission controller which will only attend to that specific broadcast. If this is something that is required please contact transmission on cgtransmissionsupervisors@encompass.tv

London NOC have ultimate responsibility for the technical quality of NENT's transmission and you must be prepared to assist them in achieving the highest possible level of transmission quality. To this end you should be aware of the following points relating specifically to transmissions via satellite:

2.1 Line-up

The satellite link will be booked a minimum of 30 minutes before on-air time. This period is booked so that NOC can do a technical line-up with your studio. All of your technical staff and facilities should be available during the line-up period **exclusively** for this purpose. Your studio must be able to offer the following facilities during line-up:

a) Video line-up:

You must be able to originate a range of test signals for both the vision and audio paths. As a minimum, NENT requires a colour bar signal, preferably with a moving ident.

b) Audio line-up:

Standard line-up tone should be UK PPM4/-4Vu/0dBm/.775v into 600Ω, with peak level audio at +8dB above line-up level. Please also note that the above audio line-up parameters are specifically for satellite transmissions and these must be strictly adhered to. In addition to the usual line-up tones you should also be able to send programme audio (opening sequence and studio microphone audio) as a pre-transmission check.

c) Studio Hosts / Lip sync line – up:

You must ensure that your studio host / sound engineer is available on the studio floor for 'end-to-end' voice checks through to London NOC, a minimum of 20 minutes before on-air time.

2.2 After line-up

When London NOC have verified a successful line-up, you will be connected to NENT's transmission controller who is responsible for the actual transmission of your live programme. The Transmission Controller will confirm the exact duration of each commercial break in your programme and may also request further pre-transmission checks of your opening sequence.

Audio must fade to silence at the breaks/end points.

You must stay in contact with the Transmission Controller at all times during transmission.

You must under no circumstance exceed or underrun your scheduled off-air time without discussing and clarifying this with the TC at NENT London in advance.

2.3 Programme Recording

If the programme is scheduled for a repeat payout from London, you must ensure that you make a broadcast standard protection recording of your programme output, locally at your studio centre. The purpose of this recording is as a back up to the recordings made at NENT London. A copy of this recording must be made available to NENT, at our request.

2.4 Apology Captions

If there is a fault with the transmission, communicate with the Transmission Controller about when and how to make an apology.

3. Tape Delayed Programmes

Tape delayed programmes should be regarded in the same way as live programmes except that they are played from tape from the source.

12. TRAILERS/PROMOS

INTRODUCTION

If the following criteria are not met NENT will reject material

All commercials must arrive in London at least 3 working days prior to transmission via Mediabank.

Promo durations to be 10, 15, 20, 25, 30, 40, 50, 60 second lengths, as standard.

LENGTH OF DELIVERED MATERIAL

Each commercial shall include a top of 10 seconds with product identifier and a tail of 20 seconds with black and silence.

The top is formatted as follows:

7 seconds of identifier (175 frames)

3 seconds of black and silence (75 frames)

Each commercial shall also include a tail of 20 seconds formatted as follows

20 seconds of black and silence (500 frames)

The delivered spot will therefore have the following format:

Identifier	Black / silence	Active Content	Black / silence
7 seconds	3 seconds	10, 15, 20, 25, 30, 35, 40, 45, 50, 55, 60 seconds	20 seconds

TIMECODE

Time code is not part of the essence package, but the wrapper files will contain metadata specifying a start timecode for the media of 04:59:50:00. Start of spot derived from this metadata will always be 05:00:00:00.

Please see tech spec above for information.

Please note: All Programme promotions must comply with the family viewing policy, unless otherwise stated by your brief. If you require any guidance regarding content in promos please contact compliance.

13. PRESS INFORMATION

A press/information programme strategy will be completed by your press contact, NENT's Press Information Manager, for each Programme produced.

All press activities will be handled by NENT's Press/Information Department who will decide how to handle all press information in connection with NENT's Programmes.

You shall comply with the press activities as advised by NENT and shall ensure that Host(s) are available for these activities at no extra costs to NENT.

MATERIAL REQUESTED FROM THE PRODUCTION COMPANY

The more information and material received by NENT's Press/Information Department, and the sooner NENT receives that information, then the better the press coverage.

You must deliver to NENT's Press/Information Manager the following:

1. Programme Documentation

A description of each Programme and each and every episode in a Programme series (including names of all participants in the programme) must be delivered no later than five (5) weeks before the scheduled transmission date.

Programme information relating to live and actuality Programmes must be delivered to NENT's Press/Information Manager no later than one (1) week before the scheduled transmission date of the Programme or as soon as you become aware of the content of the Programme, whichever is the sooner. It is preferred to have the programme information, regarding each episode, to be delivered by e-mail.

2. Production Plans

A production plan, detailing when and where the production is taking place. In order to arrange press coverage, the Production Plan must be delivered to NENT as soon as it has been drawn up by you.

3. Programme Logo

The Programme Logo should be available eight (8) weeks before the program starts. This is because the logo is often needed when TV3 produce web-sites and/or give-aways. The Logos should be available as JPG-files.

4. Photos

Black and white prints and colour transparencies must be taken of hosts, guests and all those interviewed during recorded productions. The photos taken must be both descriptive and also show people in action.

Portrait photographs of the Host(s) must be delivered to NENT as soon as possible after you have signed the agreement with the Host (please see Chapter 17). All other photos must be delivered to NENT's Press/Information Department in Sweden / Denmark/ Norway immediately after production of each episode of each Programme. If possible, the pictures should be delivered by e-mail in the following resolution: 300dpi size: 15x21cm.

You must clear all rights in any photographs delivered to NENT with the photographer, so that NENT may use them without restriction and/or without payment.

5. "Golden Opportunities"

You must inform NENT's Press/Information Manager of any information (including verbal information) and/or any photograph regarding or relating to a Programme or person involved in any Programme, which may bring extra press opportunities.

This also includes any unexpected events, which may occur during the production process either off stage or outside studio.

6. Participants

The production company must deliver by e-mail a complete list of names, addresses and phone numbers of the production team, hosts, guests and all individuals interviewed during recorded productions.

14. OFCOM CODES – GENERAL

NENT transmits from the UK under a licence granted by the Office of Communications (OFCOM),

Ofcom monitors output occasionally but relies in the main on self-regulation and complaints to bring breaches to its attention. The Code is amended from time to time. Please note that Ofcom has the power to impose heavy penalties on those who break its rules.

The Broadcast Compliance department in London produce Quick guides on certain areas of the code. If you would like a copy please or any further guidance please contact a member of the Compliance department. (The contact information can be found in chapter 1 of this document).

The Ofcom code is divided into different sections, and the full Ofcom code can be found at [http://stakeholders.ofcom.org.uk/binaries/broadcast/code-july-15/Ofcom Broadcast Code July 2015.pdf](http://stakeholders.ofcom.org.uk/binaries/broadcast/code-july-15/Ofcom%20Broadcast%20Code%20July%202015.pdf)

- Section 1** *Protecting the under eighteens*
- Section 2** *Harm and offence*
- Section 3** *Crime*
- Section 4** *Religion*
- Section 5** *Due Impartiality and Due Accuracy and Undue Prominence of Views and Opinions*
- Section 6** *Elections and Referendums*
- Section 7** *Fairness*
- Section 8** *Privacy*
- Section 9** *Commercial References in Television Programming*

If you require any further guidance or information on any part of the code please contact your channel contact in the NENT London Compliance Department.

It is your responsibility to ensure that you comply with the Codes.

2. FAILURE TO COMPLY WITH THE OFCOM CODES

Any breach of the Code by you automatically puts NENT in breach of its broadcasting licence. NENT can then face disciplinary action from Ofcom (by way of fines or ultimately withdrawal of its licence to broadcast) and **may hold you liable for any financial or other penalties imposed.**

3. PRODUCT PLACEMENT

All product placement deals must be discussed and pre-cleared with Creative Sales, the Programming department as well as Compliance department in London.

15. SPECIFIC SECTIONS OF THE OFCOM CODE

SECTION ONE – PROTECTING THE UNDER 18'S

Watershed

- Broadcasters must observe the watershed.
- The watershed is at 21:00.

Drugs, Smoking, Solvents and Alcohol

- Must not be featured in programs made for those under eighteen; i.e. children's programs.
- Must not be condoned, glamorized or encouraged.

Violence and Dangerous Behavior

- The description and after effects of violence must be limited in programs broadcast before the watershed.
- Violence or dangerous behavior which is easily imitable must not be featured in programs broadcast before the watershed.

Offensive Language

- The most offensive language (*fuck, motherfucker and cunt*) must not be broadcast before the watershed.

Sexual Material

- The portrayal of sexual intercourse should not feature in programs before the watershed.
- Any material which could be seen as hard-core porn cannot be broadcast at any time.
- Programs which contain sexual material which primary purpose is sexual arousal can only be shown between 22:00- 05:30 on a channel which has mandatory restricted access.

Involvement of Under 18's

- Producers should take due care to protect the interests of any participants aged under eighteen
- Consideration of the child's welfare should be at the heart of the production.

For further guidance see:

<http://stakeholders.ofcom.org.uk/binaries/broadcast/guidance/831193/section1.pdf>

Occult

- Programs featuring exorcisms, occult practices and the paranormal should not be shown before the watershed.

All uses of Violence, Language, Sex and Drugs must be justified by Context.

SECTION NINE – COMMERCIAL REFERENCES

Product Placement

Product placement is when a product or service is included in a program in exchange for financial consideration or part of a commercial agreement (such as a sponsorship deal).

- The following products cannot be product placed on any VOD service;
 - Tobacco products,
 - Prescription only medicines.

The following products cannot product place on our Ofcom licensed channels;

- Alcohol
- HFSS
- Betting and gaming
- Medicines
- Cigarette lighters & Matches
- Follow-on formula milk
- Any product which is not allowed to advertise.

Prop Placement

- Prop placement is when a product or service is included in a program without any financial consideration, normally on a cost saving basis.

Undue Prominence

- Undue Prominence must not be given to any product or service in a programme. Please note that this applies to product placement deals as well as prop placement.

Undue prominence can be caused by:

- Visuals or camera angles highlighting a product or service or brand name. Cameras must not linger or zoom in on commercial products, logos, prizes etc.
- That promotional language is used to describe the product; including where to get it from, price, slogans etc.

PLEASE NOTE THAT IF A SPONSORS PRODUCT OR SERVICE IS FEATURED IN A PROGRAMME IT IS CONSIDERED PRODUCT PLACEMENT

16. INTERACTIVITY (PARTICIPATION FROM VIEWERS)

TELEPHONE PREMIUM RATE SERVICES

NENT's general premium rate policy is that revenue generated from Premium Rate Services should always be re-invested in the programme to achieve higher programme quality. For example, re-investment in viewers' competitions will take the form of better prizes. Premium Rate revenue is not to be considered as a profit generator.

All Call TV programmes whose primary editorial purpose is to generate revenue by inviting viewers to enter competitions via Premium rate services are classified as teleshopping and will have to appear as part of our teleshopping window allowance as set out in Ofcom's COSTA code. Please see: <http://stakeholders.ofcom.org.uk/binaries/broadcast/other-codes/tacode.pdf>

You are not allowed to enter into agreements with any third party (inc. telco or premium rate services operators) regarding Premium Rate numbers in the programmes or to use in a Programme Premium Rate telephone numbers that do not belong to NENT, unless this is specifically approved in writing by NENT and you use the relevant NENT terms and conditions to be provided at the time.

NENT can assign the right to use Premium Rate Services to a Producer in order to give a Programme a "viewer-interactive" dimension.

Please be aware that Premium Rate Services are both regulated by and referred to in the Ofcom rules and regulated by local rules for Premium Rate services, specific to your territory. In the event that NENT assigns to you the right to use Premium Rate Services, you must comply with both the Ofcom rules and the Local rules regulating Premium Rate Services.

Any use of premium rate services in your Own Productions should be communicated to the NENT Compliance Team. The Compliance Team have guides for running viewer competitions, Call TV services and viewer voting. Please ask if you are planning any of the above in your programmes.

If a programme consists of an interactive part (viewers competition, viewers voting etc.) and the programme is meant for more than one transmission, then the interactive part should be produced as a separate "part" of the Programme, using a separate camera (i.e. a separate spot). This is so that the interactive part can be removed for repeat transmission(s). Alternatively the competition element should be included as part of the programme at either the beginning or end of a programme part with a clear separation from the main parts of the programme, allowing the competition to be previewed out by the screening dept in London. If the competition/voting ends during the programme it must clearly state within the programme that the competition is no longer running e.g. "The Competition has now ended, you may be charged if you attempt to enter".

Please note that Competitions added into a programme are subject to detailed rules in the **Ofcom Broadcasting Code**. Please study these rules carefully before you start production.

If you have any questions regarding Interactivity in NENT's programming, please contact your country contact.

17. SUBTITLING

If a Programme requires subtitling you can either fill in the language section in the upload document and Mediabank will arrange the rest, the subtitling will then be done by Ordkedjan.

If you do not wish to do this you must contact the subtitling company directly.

It is your responsibility to ensure that:

1. If applicable, the subtitling company is notified well in advance:
 - a. Of the programmes that need subtitling.
 - b. Details of the when they will receive the file to subtitle

Please note that you must send an exact copy of the program master to the subtitling company.

2. The Subtitling Company should be sent a script, when there is one. When there is no script, the subtitle company would like to have a list containing all the participants in the programme. This assists the translator in spelling the names of the participants correctly.
3. Inform the Broadcast Compliance Department at NENT of the following details;
 - a) Name of subtitling company used.
 - b) Contact information of the subtitling company.
4. Delivery of subtitle files is due a minimum of 5 days prior to TX, unless other arrangements has been agreed and authorized by Screening Supervisor.

When booking a link please ensure that MCR are aware if the programme requires subs. **If you miss to inform MCR that the program requires subs, NENT will not be held responsible for programs going to air without subs.**

Technical Specifications for Subtitles – All Channels

NENT's preferred subtitle company in Denmark is SDI Media, in Sweden and Norway it is Ordkedjan. Please contact SDI Traffic on SDITraffic@sdimedia.com or Adrian@ordkedjan.se at Ordkedjan

NENT's Required Technical Specifications

All subtitles to be sent to NENT must be in Ariel Narrow 27A.

Consist of no more than 37 characters per row (incl. white space, dot, comma etc.). Max 2 rows of text.

No characters allowed in the safe area.

Italics: Only allowed in PU2020 pac format.

Coloured text: NOT allowed.

Please justify subtitles to the left.

Frame rate is PAL (25 frames/sec).

No characters are allowed in the Safe Area.

If you need to lift the subtitles because of captions on screen you need to insert 3 empty rows.

Reading speed: 12 cps.

Dialogue hyphens: Yes

Continuation markings: - (short hyphen) and ... (ellips).

Subtitle files to be sent on a SOM of 10:00:00:00. NENT reserves the right to reject any file that does not comply with this request, and will return it to the supplier for correction at their own expense.

Each subtitle file to have 8 frames of zero text. Zero text is the text that is on for exactly 8 frames at the beginning of the sub's. It starts at 00:00:00:00 to 00:00:00:08. It gives us the information about which programme/house number/language the subs are for.

Title: xxxxx (name of programme)
Story: xxxxx (house number)
Lang: xxx (abbreviation of language sent)

If a programme is sent to us in 16:9 you need to add the following line (config: 1) in the 0-text to make sure the subtitles fit and air accordingly.

Title: xxxxx (name of programme)
Story: xxxxx (house number)
Lang: xxx (abbreviation of language sent)
Config: 1

Subtitle files to be delivered in .pac pu2020 format to the Screening department via e-mail, [CGSubsmail <CGSubsmail@encompass.tv>](mailto:CGSubsmail@encompass.tv)

The pac file should be named with house number - abbreviation of language sent .pac (for example; 123456-swe.pac)

The subject line in the e-mail sent should read; title of programme, house number, episode number if applicable, and language.

For any further information please contact the Screening Supervisor dsmith@encompass.tv.

Language abbreviations:

Swedish=SWE
Swedish Teletext=SWT
Norwegian= NOR
Norwegian Teletex = NTT
Danish=DNK

18. MUSIC RIGHTS

NENT requires you to clear **all** rights in the music and recordings used in your programme or programme trailer. Clearing music for broadcast can be complicated.

Your obligations, and the procedures you must follow to clear the music and/or recordings, will vary according to the type of music that you use as follows:-

1. LIBRARY / PRODUCTION MUSIC

NENT has an arrangement with Universal Publishing Production Music ("UPPM") which allows you to use any music from www.unippm.se in your NENT production without you having to clear or pay for such music.

NENT requires that at least 80% of the production music you use is to be sourced from UPPM. If you use production music from any other library you must clear and pay for the right to use it in your programme worldwide in all media in perpetuity.

2. COMMERCIAL MUSIC

You may use commercial music (i.e. music which is available for sale to the general public) in a Programme **PROVIDED THAT** you obtain all necessary licences to use and broadcast the musical compositions and the recording(s) in the Programme for all territories and all media set out in the DM for the programme.

If you are any doubt then please contact NENT Legal Department for guidance.

3. SPECIALLY COMMISSIONED MUSIC (SCM)

NENT encourages you to specially commission music from composers for your production wherever possible. Should you choose to do so, NENT requires that you use its "Standard Commissioning and Publishing Agreement" to govern the terms of the commission.

Please contact the NENT Legal Department for a copy of the standard agreement and assistance with any negotiations with the composer

You must present your contract with the composer to NENT's Head of Production for approval.

4. MUSIC IN THE PUBLIC DOMAIN

You may record certain musical works freely, if they are in the "Public Domain". A composition falls into the public domain after the expiration of the period of copyright protection, which is presently 70 years after the death of the composer. A recording of a piece of music falls out of the copyright protection 50 years from publication. Please check with the NCB directly to establish whether a musical work falls into the public domain.

5. REPORTING

For **all** NENT productions you **MUST** report **all** the music used in your programme or promos to **Soundmouse**. . All music cue sheets should be completed in full on www.soundmouse.com.

Training, log-in details and passwords will be provided by Soundmouse. If you have any queries about when you will receive your training please contact NENT or Soundmouse.

Cue sheets should be completed on Soundmouse at the same time as the production materials are sent to NENT. If your programme is being transmitted live, you must complete the music cue sheet and submit to Soundmouse within 7 days of transmission.

Any queries with regards to reporting should be directed to Shiana at Soundmouse on +44 (0)20 7420 2120 or shiana@soundmouse.com

6. CUE SHEET GUIDELINES

SOUNDMOUSE INSTRUCTIONS

Please read these instructions carefully: the Broadcaster may reject inaccurate or unformatted music returns data and this could delay production payments.

Soundmouse is a web-based system for cue sheet reporting – it is used to report commissioned programmes for many broadcasters.

Before you start – please ensure that pop-ups are enabled on your browser; if you are using a Mac please select a browser other than Safari. If you are using a PC please select a browser other than Google Chrome; Internet Explorer and Firefox are the preferred browsers for Soundmouse

1. Log into the system at www.soundmouse.com
2. Type in your user name and password (the below is only an example, please contact Soundmouse to obtain a log in)

User Name: **vasglenn**

Password: **bard22**

3. Select Inbox – Search for your cue sheet using the production number or contract number and episode number. If you do not have this information search using a partial series name.
4. To open the cue sheet and begin entering cues, click on the programme name which is in blue font beneath the series name.
5. To add a cue (track) to the cue sheet complete the music details in the track entry bar below the cue sheet header (which contains the composer, publisher etc. fields). **Do not use N/A in fields that are not required.** Separate multiple names with a “/” in all name fields (composer, publisher and record label) i.e. Jenny Marsh/Clive Pearman. You can also use the Add composer and Add publisher buttons, under the relevant fields, to automatically add in the “/” symbol after the name you have just entered.
6. There is the option to delete all cues from a cuesheet. The ‘delete all cues’ button can be found in between the header and the first cue.
7. If you are adding cues out of timecode order, or need to add a cue in at a later date, the cues can be arranged into timecode order by clicking on the ‘order timecode’ button above the cues.

8. If you need to insert a track or change a cue position you can do so by changing the cue number found in the box between the title and record label fields in the cue input bar. When you select add or update this will move the cue to the correct position within the cuesheet.
9. If a piece of music is repeated anywhere in the cue sheet it is essential that the exact copy function is used. Click copy next to the relevant track; select exact copy and press copy. Exact copy allows you to edit the usage; time codes and durations accordingly; then add the cue. **NB. Failure to use the Exact Copy function where a track is repeated will result in the cue sheet being rejected by the broadcaster.**
10. Click on submit to broadcaster once the cue sheet is complete. An email will be sent to your email address informing you if the cue sheet has been approved or rejected once the broadcaster has checked the details.

Hints

Track Database

Each Broadcaster has their own track database; the information available in the database is available to all production companies completing cue sheets for that Broadcaster. There are 2 methods of running a track search.

1. Broad Search - Type the title or partial title into the title field on the cue entry bar and press return or click Simple underneath the Cue Title field.
 2. Advanced Search – Click on Advanced underneath the Cue Title field. On the next screen complete as many or as few of the fields as you like, then click on Search
 3. You can also search within specific Production Libraries in this screen or choose to search outside of these libraries. A list of options is available underneath the search fields.
- To filter the results to only display tracks from the libraries used in your production, do so by ticking the boxes next to the relevant libraries displayed in the Music libraries window and click on search again
 - To set your most commonly used libraries as your favourites, select the libraries in the Music library window as above and click on “Add to Favourites.” You can then perform any future search specifically within these libraries by ensuring that only the Favourite Libraries box is ticked in the Advanced Search screen.
 - To select one of the tracks in the results displayed, click on “Use.” Then add the Use and timecode duration fields. Ensure that the track with the correct music origin has been selected; some tracks have multiple versions i.e. Live Performance, Commercial, Video

Copy Tracks

Each track has 2 copy options; these are located to the right of the edit cue sheet page next to each track once it has been added into the cue sheet.

1. Exact Copy - the exact copy is to be used when the same piece of music has been repeated, multiple copies can be made at once; usages and durations can be edited accordingly. **NB. Failure to use the Exact Copy function where a track is repeated will result in the cue sheet being rejected by the Broadcaster.**
2. Editable Copy – This allows for one track to be used as a template for another track, the user can change any of the fields to create a new track. This is particularly useful if you have the same composer/publisher details on several tracks but different titles.

Timecodes

When using start and end timecodes the system will auto-calculate the duration.

Copy Cue Sheet

Once you have made a copy of a cue sheet you are able to edit the usage and duration of cues, delete or add new cues - if you need to replace a cue within your copied cue sheet please delete the one to be altered and insert a new track – do not overwrite the cue that needs to be changed – if you do the original cue sheet you have copied will be changed.

Cue Entry Bar

The entry bar can be moved to the bottom of the screen by clicking on the B below the add button – this allows you to see the last track you have added instead of the first. To revert back to seeing the first cue you have entered, you can click on the T button above the add button.

HELPDESK & TECHNICAL DIFFICULTIES

SOUNDMOUSE OPERATES A HELPDESK TO OFFER ASSISTANCE WITH USING THE SYSTEM PLEASE CONTACT + 44 20 7420 2120 OR EMAIL INFO@SOUNDMOUSE.COM - PLEASE ENSURE THAT DETAILS OF THE ERROR MESSAGE, BROWSER VERSION, TIME, DATE AND PROCESS BEING CONDUCTED ARE INCLUDED IF YOU ARE REPORTING A TECHNICAL FAULT

Own Productions & Promos - Music Reporting on None-linear Channels - Viaplay, Viafree

For AVOD-only or Viaplay-only OPs or promos: producers should send music cue sheets in Excel directly to STIM, TONO and KODA, the music rights collecting societies in Sweden, Norway and Denmark respectively. These instances *only* occur when this content is NOT going out on a linear channel. If content is scheduled for online services and 1 linear TV channel it'll go via the normal Soundmouse process.

You should have the Excels for this process attached in the email you received along with this word document.

For any enquires regarding this process contact Simon Dodds – simon.dodds@nentgroup.com

19. HOSTS

Any agreements between you and the Presenter/Host and/or other central characters in each Programme produced for NENT shall be subject to the prior written approval of NENT's Local Programme Manager/Executive Producer.

Any agreements between you and the Presenter/ Host etc., shall be concluded on the basis of NENT's Standard Presenter Agreement (enclosed in **EXHIBIT B**) or at least include all the provisions set out in such agreement including ensuring, amongst other things, that the host will not participate in any other television programmes, commercials, shows or public appearances without NENT's prior written approval and that the Presenter grants NENT all the rights for the use and exploitation of the programme via any means throughout the world in perpetuity. Furthermore you guarantee that hosts or other central characters in each Programme are placed at the disposal of NENT free of charge in connection with interviews, press conferences, talk shows, and the like, with a view to promote the respective Programme and NENT .

20. PAYMENTS

NENT can only authorise and make timely payment of your invoice(s) if you adhere to the following procedures:

1. NENT will only authorise your invoice for payment if
 - a. It has received a valid invoice, and
 - b. You have signed the relevant deal memo, and
 - c. You have signed NENT's Master Production Agreement.

2. Your invoice will be valid if it is written in English and includes the following information;
 - a. The Title of the Production and Series number.
 - b. The currency of invoice amount.
 - c. Where the invoice is for an instalment of the Total Contract Price, details of the instalment number (i.e. 3 instalment of 4); the percentage of Total Contract Price that instalment represents and the due date.
 - d. Your bank details including bank name, address, sort code, account name and account number.
 - e. The name of the Local Programme Manager responsible for the relevant Production (but please note that the invoice should **not** be addressed to that person).

3. Your invoice should be addressed to Nordic Entertainment Group NENT Ltd at the address given below.

Nordic Entertainment Group NENT
Box 17179
104 62 Stockholm
Sweden
invoices-viasatbroadcasting@NENTaccounting.com

4. NENT's policy is to pay invoices within 30 days of receipt of a valid invoice, subject always to there being a signed deal memo in respect of the relevant production and a signed Master Production Agreement. NENT will not accept shorter payment terms and will not accept interest charges, which commence prior to 30 days from receipt of a valid invoice. Where instalment payments are due on particular days, please ensure that your invoice is raised in good time allow payment on the correct day (i.e. the invoice should be raised 30 days prior to the instalment date).

Any queries concerning the payment of invoices should be raised either directly with the Purchase Ledger Supervisor +46 8562 08638 or with the Finance Manager at NENT (telephone: +44 208 742 5100. fax: +44 208 742 5101).

Invoices to be made out to: Nordic Entertainment Group UK Ltd. (UK VAT#: GB 579 1856 84)
Invoices to be sent to: Scandi Own Productions, Nordic Entertainment Group UK Ltd., c/o NENT Accounting AB Box 171 79. 10462 Stockholm, Sweden or via email to:
invoices.nentltd@nentgroup.com

21. PENALTIES

The following violations (the Violations) will result in NENT rejecting delivery of a Programme and may result in financial penalties assessed against the Production Company:

1. Delivering a programme that fails to comply with any of the Ofcom Codes
2. Unauthorised overrun or under run of programme duration, on tape and live.
3. Technical faults causing dubbing, editing etc.
4. Music cue sheets not delivered to Soundmouse.
5. Programme not properly and clearly labelled.
6. Failure to deliver the programme in accordance with Chapter 6 (Delivery) in this Production Kit.
7. Tape delivery later than agreed in deal memo/contract.
8. Any other failure to comply with this Production Kit

If NENT rejects a Programme for any of the above reasons then, without prejudice to any other rights or remedies NENT may have against you, you will be required to remedy the Violation at your expense.

The minimum penalty fee is £500 but will never be less than NENT's actual cost or loss of revenue due to failure by Production Company

EXHIBIT A

Talkback Communications (4-wire)

Communication should be established at least 30 minutes before transmission.

The 'send point' will be responsible for dialling into NENT London NOC to establish these circuits.

There is no ISDN connectivity at NENT London, so all talkback communication between OB / studio and London NOC / Transmission must be via VOIP (fixed lines between the regional MCR and London) or Phone hybrid. London will provide a hybrid number on the day.

For live shows, the talkback link will initially be used for line-up, and then to communicate between Tx and PA throughout the live feed.

For live shows, if communication circuits are not established at least 20 minutes before scheduled transmission time, NENT transmission will be informed in order to allow them to prepare replacement standby material.

Line Up

An engineer or otherwise technically competent person must be available to liaise with NENT London NOC during the line-up procedure, this is to verify the quality of the incoming pictures and audio to London and to ensure that technical issues can be resolved quickly and in order to minimise the risk of affecting the transmission / recording.

This should take place preferably 30 minutes, but certainly no less than 20 minutes before transmission.

Vision and Sound

Audio line up will include identification of each leg to be used to ensure languages / separate mixes are routed correctly. When this is completed to the satisfaction of both London NOC and the uplink engineer the uplink should then switch to the OB / studio.

The OB / studio should then contact London NOC and do a line up as above and also including lip sync (A/V sync) test. All audio channels should again be identified from OB / studio to ensure correct audio routing.

Transmission

One line-up is complete to the satisfaction of the London NOC operator, they will hand over to Transmission / CTF no less than 5 minutes before transmission / recording time.

Transmission will then communicate with the PA to agree on-air and break times.

Once the feed is completed, the Transmission Controller or CTF operator will agree with the source, via London NOC, that all was satisfactory and inform London NOC that the circuit and internal line can be cleared.

London NOC Contact Information:	
Telephone:	+44 (0) 208 834 5500
Mobile:	+44 (0) 7590 441618
Email:	noc@NENT.com

EXHIBIT B

PRESENTER AGREEMENT

[month/year]

Nordic Entertainment Group NENT Ltd

and

[Company name]

Nordic Entertainment Group NENT Ltd, 610 Chiswick High Road, London W4 5RU, The United Kingdom

(“NENT”, which expression shall include any company within the NENT group)

and

[Name]

[Address]

[Company registration number]

(the “Company”)

(hereinafter individually referred to as “Party” and collectively “Parties”)

has entered into the following presenter agreement (the “Agreement”):

1. Background

1.1 [Production Company] shall produce a programme or series of programmes for NENT with the working title [“title of programme”] (the “Programme”).

1.2 The Company undertakes to make available to [Production Company and/or NENT] the [exclusive] services of [Name of presenter] (the “Presenter”) as [presenter/expert/role to be described] of the Programme in accordance with the terms of this Agreement.

2. The Term

2.1 The Company ensures that the Presenter makes his/her services available in the period from [date] to [date] (the “Term”).

2.2 NENT shall have the right to extend the Term by [one (1)] further year, expiring on [date], during which period NENT may use the services of the Presenter on the same terms and conditions as stated herein, save for the fee, which shall be discussed and agreed between the Parties in good faith (the “Option”). NENT must exercise the Option by giving notice to the Company no later than [date].

3. The Services

3.1 During the Term, the Company shall ensure that the Presenter provides the following services:

(ii) appear as [presenter/expert/role to be described] in the Programme (totally [x] ([x]) episodes);

(iii) be available for recordings on [dates/period] (these dates can be subject to change), and such other days as may be necessary to complete the production of the Programme, in [location] and/or such location as instructed by Production Company and/or NENT;

(iv) be available for voiceover on [insert dates/period/location for planned voiceover];

(v) participate in preparation and planning meetings prior to and in connection with production of the Programme;

(vi) be available for press and marketing in accordance with section 4;

- (vii) appear in radio shows broadcasted on NENT's radio channels;
- (viii) develop merchandise in relation to the Programme together with NENT (NENT shall have the exclusive right to sell such merchandise on e.g. its own platforms or other internet retailing sites);
- (ix) [...]

(hereinafter collectively referred to as the "Services").

3.2 During the Term, the Company agrees that upon NENT's request, the Parties shall initiate discussions with the purpose of entering into a separate collaboration agreement regarding the production and broadcast of a podcast or series of podcasts with the Presenter, whether in relation to the Programme or not. The terms of any such collaboration agreement shall be discussed in good faith between the Parties. Furthermore, if the Company and/or the Presenter intends to initiate such collaboration regarding the production and broadcast of a podcast or series of podcasts, NENT shall have a first look regarding such collaboration before discussions are initiated with any third parties.

3.3 The Company hereby warrants that:

- (i) the Company has full power and authority to enter into the Agreement and will procure the Presenter's signature of the Agreement;
- (ii) neither the Company nor the Presenter will enter into any agreement during the Term relating to merchandising, commercials, sponsorship or similar without NENT's prior written consent (which it may withhold at its absolute discretions) and the Company has informed NENT of all existing engagements involving the Presenter in relation to production of any audio-visual commercials or commercials intended for broadcast on radio during the Term;
- (iii) the Presenter shall comply with all reasonable directions from time to time given to him/her and shall perform all duties to the best of his/her knowledge, ability and expertise;
- (iv) the Company shall keep [include title of contact at Production Company and/or NENT] informed of the Presenter's telephone number or other means by which the Presenter can be contacted at short notice;
- (v) the Presenter shall not undertake any engagement or activity which will detract from his/her ability to perform his/her obligations hereunder and neither has nor will engage in any activity that renders him/her unfit to render his/her services as Presenter in the Programme in any way;
- (vi) the Company shall not make the services of the Presenter available (either directly or indirectly) to any competitor of NENT, including (but not limited to) any other TV-stations, except with NENT's prior written consent, during the Term;
- (vii) the Company shall immediately notify NENT if the Presenter, due to illness or for other reasons, is unable to participate in scheduled recordings or other scheduled activities/Services under this Agreement and, where absence is due to illness,

provide NENT with a medical certificate (any absence without a medical certificate, or NENT's prior written approval, will constitute a breach of the Agreement that may entitle NENT to damages);

the Presenter and Company will comply with all applicable laws and no piece by the Presenter to camera shall be defamatory obscene, in contravention of the Ofcom code or applicable laws and regulations or infringe the copyright or other rights of any other third party;

- (viii) nothing in the scripts or other literary or related materials supplied by the Presenter for the Programme infringes any intellectual property of any third party;
- (ix) the Company and Presenter has disclosed to NENT details of any ill-health, injury or incapacity which may in any way prevent the Presenter from rendering the Services;
- (x) the Company and Presenter has disclosed to NENT details of any pending criminal proceedings involving the Presenter and any former sentences and **he/she** has not engaged and will not engage in any activities which may harm NENT's goodwill, reputation or brand, whether criminal or not, during the Term.

4. Press and marketing

4.1 During the Term the Company shall ensure that the Presenter is available for press and marketing in relation to the Programme. Press and marketing work will be coordinated directly between the Presenter and NENT's press department, but includes at least the following:

- (i) **photoshoots used for press releases and on digital platforms, e.g. online banners with pictures of the Presenter used in relation to the Programme;**
- (ii) **recording of trailers and spots;**
- (iii) **interviews/statements to the press about the Programme to a reasonable and usual extent (all statements to the press regarding the Programme shall be coordinated with NENT's press department and the Presenter shall inform NENT's press department of all enquiries received from press or media in relation to the Programme;**
- (iv) **actively take part in the Programme's activities on social medias, e.g. Facebook, Twitter, Instagram and Snapchat, including linking to NENT's digital platforms and blog, chat and be available for other Internet projects, e.g. video blogs, in relation to the Programme and/or to promote NENT's TV-channels;**
- (v) **promote the Programme as requested by NENT by making personal appearances.**
- (vi) **[...]**

5. Remuneration

5.1 The total remuneration for the Services performed under this Agreement is **[insert currency and amount]**, (the "**Remuneration**"). The Remuneration constitutes the full and final payment for all Services provided by the Presenter, and the assignment of rights under this Agreement, and covers all VAT or other taxes or fees due according to relevant

legislation. Neither the Company nor the Presenter shall be entitled to any sums by way of residuals, royalties or re-use fees or any other payment claims in respect of the exploitation of the Programme and assignment of any rights vested therein.

5.2 The Parties have agreed that the Presenter shall participate in [x (x)] episodes of the Programme during the Term. In the event the Presenter appears in fewer than [x (x)] episodes and such absence is due to illness, absence from scheduled performance (without NENT's prior written approval and where such absence is not caused by NENT and/or the production company), or in the event of early termination in accordance with clauses 11.1 or 11.2, a reduction of the Remuneration shall be made with [x] for each episode the Presenter is absent, or, where the Presenter is absent from other Services to be performed under this Agreement, the Remuneration shall be proportionately reduced on a daily basis over the Term.

5.3 [NENT shall reimburse the Company in respect of all reasonable subsistence, travelling and all other expenses properly incurred by the Presenter provided that they have been previously authorised by NENT in writing and are duly evidenced by receipts.]

5.4 The Company bears the sole and exclusive responsibility for and undertakes to account to the relevant authorities for any social costs and/or taxes (including, but not limited to, income tax) and agrees to indemnify NENT in respect of any liability NENT may incur as a result of the Company's failure to comply with its obligations and responsibilities hereunder (including interest and penalties imposed).

5.5 NENT shall be entitled to withhold from all monies payable to the Company such amounts as the law may require NENT to deduct or withhold, including taxes.

6. Payment terms

6.1 Payment of the Remuneration shall be made [monthly]/ [in the following instalments:] [insert amount, percentage, date and any conditions for the respective instalments] to the Company subject to due performance and completion by the Presenter of his/her obligations and services under this Agreement within thirty (30) days of presentation of an appropriate invoice.

6.2 All invoices, receipts and proof of expenditure should be addressed to:

Nordic Entertainment Group NENT Ltd
c/o NENT Accounting AB
Box 17179
10462 Stockholm
Sweden
invoices.NENTLtd@NENTaccounting.com

7. IP rights

7.1 The Company and Presenter hereby assign to NENT all rights in and to the Programme and all other products of the Presenter's Services (jointly the "Products") throughout the world in perpetuity. The Company and Presenter agree, at NENT's expense, to do all such acts and execute all such documents (for example, but not limited to, assist in the registration of rights) in order for such rights to be vested in NENT.

- 7.2 As a consequence, NENT has the exclusive rights to exploit the Products by any existing and future technical means and in any media as well as any ancillary and merchandising rights. The exploitation includes but is not limited to exploitation on TV, DVD/BluRay, radio, the Internet and mobile and digital platforms of the Products in any kind of electronic and/or physical format, including but not limited to Free- and Pay-TV, on-demand services (FVOD, SVOD, TVOD etc.), apps etc, on its own and third party platforms. For the avoidance of doubt, nothing in this Agreement shall impose or imply any restriction upon the manner, form or method by which the Products are used and/or advertised, published, promoted, exhibited and commercially exploited.
- 7.3 The Company and Presenter grants to NENT the exclusive right, without limitation in time, to use and authorise others to use the name, professional name, image/photo, likeness and biographical material of the Presenter in connection with the Products and acknowledges that NENT has the right to cut and edit the Products as NENT sees fit. NENT has the exclusive right to market the Products and any related products and services. NENT is entitled to use the Products on digital platforms, including websites and apps, with connection to the Programme.
- 7.4 The Company and/or the Presenter is not entitled to terminate the Agreement in whole or in part in the event that NENT should choose not to exploit its rights in whole or in part.
- 7.5 NENT is entitled to reassign rights under this Agreement wholly or in part to a third party.

8. Insurance

- 8.1 The Company has an obligation to subscribe for and maintain relevant insurance policies, including liability insurance, the value of which to be appropriate to the exposure to risk afforded by the Services. Such insurance shall also include coverage for third party damages.
- 8.2 The Company is also obligated to subscribe for and maintain relevant insurance policies with reputable insurers on behalf of the Presenter, including (but not limited to):
- (i) a personal sickness and accident insurance; and
 - (ii) a liability insurance, the value of which to be appropriate to the exposure to risk afforded by the Services and always, at a minimum, with a scope and value which corresponds to relevant industry standards, and insurance also to include coverage for third party damages.

9. Indemnification

- 9.1 The Company hereby agrees to indemnify NENT against any losses, claims or damages it may suffer as a result of breach by the Company or Presenter of any of the provisions of this Agreement, including for any indirect or consequential loss or damage and/or loss of goodwill.

If the Presenter's involvement in any criminal activities or other activities which may harm NENT's brand and reputation has the effect that NENT suffers a loss, including but not limited to financial loss or loss of goodwill, the Company and the Presenter is liable towards NENT for the loss, including for any indirect or consequential loss or damage.

10. Code of conduct

- 10.1 NENT conducts every aspect of its business with honesty, integrity and openness, and respecting human rights and the interests of its employees, customers and third parties. NENT does not tolerate discrimination, bullying, victimization or any kind of harassment. NENT expects the Company and the Presenter to do the same.
- 10.2 The NENT Supplier Code of Conduct (“the Code”) sets out these standards in detail. The Code can be found at: <https://www.NENT.com/policies-guidelines/#supplier-code-of-conduct>, and may be updated from time to time. The Company warrants and undertakes that it and the Presenter has complied with this Code at all times prior to the date of this Agreement and will comply with this Code throughout the Term of the Agreement. Failure to comply with the Code at any time shall be a material breach of this Agreement.

11. Termination

- 11.1 A Party may terminate this Agreement immediately by written notice to the other Party if the other Party is in breach of any material term of this Agreement. However, the Company may not terminate this Agreement based on NENT’s non-payment of any invoice unless NENT fails to settle such invoice within thirty (30) days of receiving written notice thereof. The right to terminate the Agreement based on non-payment shall not apply where there is a valid reason for the non-settlement.
- 11.2 In particular, NENT is entitled to terminate this Agreement immediately by giving the Company notice in writing if:
- (i) the Presenter or Company wilfully refuses or neglects to perform his/her obligations in a professional manner, and/or in accordance with this Agreement; or
 - (ii) the Presenter or Company is guilty of any material or repeated breach of the obligations under this Agreement (any breach of the warranties in clause 3.3 shall always be considered a material breach of this Agreement); or
 - (iii) the Presenter is unable to properly perform his/her duties or render the Services by reason of any ill-health, incapacity, illness or other cause for a period of more than five (5) days whether consecutively or in aggregate; or
 - (iv) NENT abandons production of the Programme; or
 - (v) the Presenter or Company acts in a way that risk to damage NENT’s reputation or goodwill in any way unless such damage is insignificant.
- 11.3 NENT shall not be liable to the Company or Presenter as a result of termination for whatever reason including if NENT abandons production or exploitation of the Programme.
- 11.4 If this Agreement is terminated for any reasons, then for the avoidance of doubt the provisions of section 7 (IP rights), 12 (Confidential information) and 14 (Governing law and dispute resolution) shall still apply.

11.5 Upon termination of this Agreement the Company and Presenter shall immediately deliver to NENT all documents, materials and other property relating to business of NENT or its customers which may be in the Company's or Presenter's possession or control.

11.6 For the sake of clarity, upon termination of this Agreement NENT shall remain entitled to all rights, consents and waivers granted to NENT by this Agreement.

12. Confidential information

12.1 The terms of this Agreement and any information about NENT and its business are confidential and the Company and the Presenter agrees and undertake not to make use of, other than for the purpose of providing the Services to NENT, or disclose any confidential information to any third party, except for the Company and Presenter's professional advisors provided that such professional advisors are bound by a duty of confidentiality.

12.2 In this Agreement "confidential information" means all information (both written and oral) including but not limited to technical, practical and commercial information, except as set out under clause 12.3 below.

12.3 These restrictions shall not apply to any information or knowledge which:

- (i) already is or at a later stage come into the public domain otherwise than by breach of the Company's or Presenter's obligations under this clause;
- (ii) is disclosed to the Company or Presenter by a third party who has not received it either directly or indirectly from the Company, or is in breach of a duty of confidentiality.

13. Special provisions

13.1 The Company warrants to NENT that the Presenter is not bound by any legally enforceable obligations owed to persons other than NENT which would prevent the Presenter from complying with the terms of this Agreement.

13.2 Nothing in this Agreement shall be construed or have the effect as constituting any relationship of employer and employee between NENT and the Company and/or the Presenter.

13.3 The Company shall not assign this Agreement to any person. Nor shall the Company sub-contract or delegate to any person any of the Company's obligations under it.

13.4 Any amendment to this Agreement, alteration, modification or waiver of any of the terms of this Agreement, must, to be binding, be in writing and signed by the Parties.

13.5 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and sent to the relevant Party at its address specified in this Agreement, or at such other address as it may from time to time have notified for this purpose to the other party, and shall be deemed received:

- (i) if sent via courier on the date of delivery; or

- (ii) if personally delivered (i.e. not sent by courier), on the date of delivery; or
- (iii) if sent by mail, five (5) working days (working day means Monday through Friday, with the exception of local public holiday) after the date of posting; or
- (iv) if sent via e-mail on the date of such e-mail.

E-mail may not be used for communicating material matters, such as termination of the Agreement, notification of a breach of the Agreement or claim for indemnification.

14. Governing law and dispute resolution

- 14.1 This Agreement is governed by the substantive law of Swedish law, without regard to its conflict of law principles.
- 14.2 Any dispute arising out of or in connection with this Agreement shall be resolved in the first instance between the Parties through negotiations in good faith.
- 14.3 Should such negotiations prove unsuccessful, any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (“the Institute”). The Institute's Rules for Expedited Arbitration shall apply unless the Institute, taking into consideration the degree of difficulty of the case, the value of the object of the dispute and other circumstances, decides that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the Institute shall also determine whether the tribunal shall consist of one or three arbitrators. The arbitration shall take place in Stockholm and the language shall be Swedish.
- 14.4 The Parties undertake, without limitation, not to disclose the existence or contents of the arbitral award in respect of this Agreement, or information about negotiation, arbitration or mediation in respect of the same. The provisions of this paragraph shall not apply unless otherwise provided by law, regulation, due diligence process, government bids, stock exchange rules or general stock market or otherwise required for enforcement of a judgment or an award
- 14.5 The provisions of this section 14 shall continue in force without limit in time notwithstanding the termination or expiry of this Agreement for whatever reason.
- 14.6 If this Agreement or part thereof is assigned to a third party, the said party shall automatically be bound by this arbitration clause.

This Agreement has been executed in two (2) identical copies of which the Parties have taken one (1) each.

[Place], [date]

[Place], [date]

For and behalf of NENT

[Company]

For and behalf of NENT

[Place], [date]

[Name Presenter]