

# Cooperation agreement and Terms of Sale

FOR EFFECTIVE ADVERTISING SOLUTIONS

# Cooperation agreement 2026

# MTV Oy's Total TV, video and digital advertising

The cooperation agreement defines the annual cooperation between the Customer and MTV Oy during the contract period. Separate volumes and benefits can be agreed within the agreement:

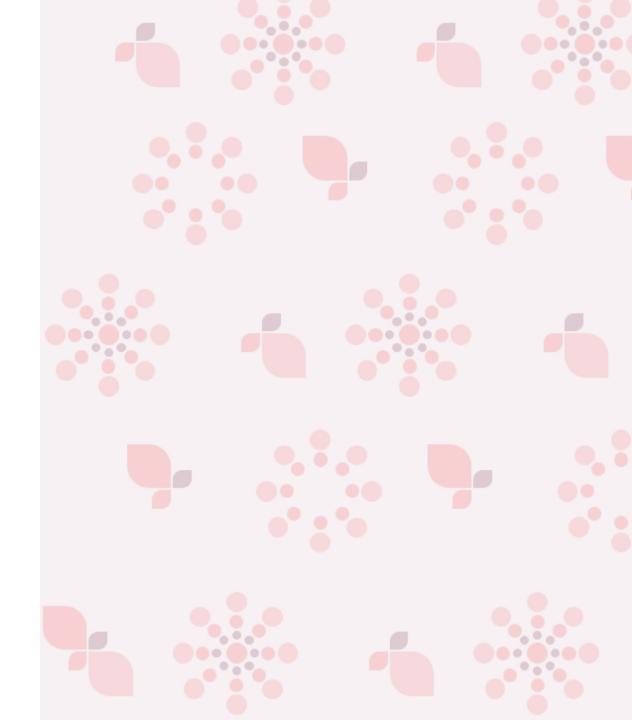
- Total TV advertising (MTV Total TV, program-specific buying, regional advertising, RBS Total TV sponsorship)
- Video advertising (instream video products)
- Digital advertising (e.g. display, outstream)

The Customer may also purchase advertising space for its subsidiaries belonging to the same group, of which the Customer owns at least 50%. The Customer is responsible for fulfilling the contractual obligations of its group companies.

Special solutions (e.g. program sponsorship and native advertising) accrue the cooperation agreement, but no cooperation agreement benefit is granted for them (excluding RBS Total TV –sponsoring and native advertising CPM).

The customer-specific cooperation agreement benefit can be utilized in MTV Oy's online services in programmatic buying deals (so-called private deals). In programmatic buying, advertising displays purchased through deals accrue the cooperation agreement.

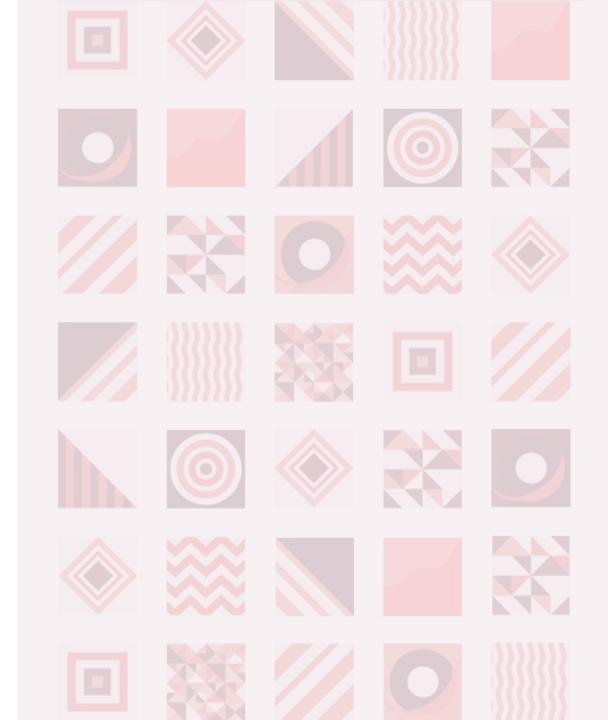
The agreement and its terms and conditions enter into force at the latest at the time when each party has fulfilled its own part of the agreement for the first time.



# Terms of Sale 2026

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#### 1. General of Terms of Sale

These Terms of Sale apply to advertising sold by MTV Oy ("MTV") on MTV Oy's own channels and on its sales partners' channels. The Terms of Sale apply to cooperation in which an advertiser-customer ("Customer") or its authorized representative purchases advertising time and/or space from MTV Oy.

The Terms of Sale become binding on the Customer, whichever is earlier: (i) when the parties have entered into an advertising cooperation agreement or at the latest (ii) when the Customer places the first order for advertising time and/or space with MTV Oy.

MTV Oy has the right to unilaterally change and update the content of these Terms of Sale, and the right to suspend the Customer's campaign with immediate effect and terminate all agreements between the Customer and MTV Oy without liability for compensation if the Customer violates these Terms of Sale. MTV Oy is not liable for any costs or penalties incurred by the Customer if the content of the advertisement has not been in accordance with what is described in these Terms of Sale or the Customer has not fulfilled its other obligations described in these Terms of Sale. The Customer is obliged to fully compensate MTV Oy or the users of its online services or for any damage caused by the violation of these Terms of Sale. MTV Oy's liability for compensation is limited to the price of the purchased campaign.

When ordering advertising time and space, the Customer must state the product or service to be advertised. The Customer who has purchased advertising time and/or space is not entitled to transfer or resell it to a third party.

In programmatic buying, reselling deals (deal-ID) to a third party is prohibited; deals are either Customer-specific or a deal representing a Customer for the use of the entity. MTV Oy reserves the right to suspend deals that have not been used within six (6) months.

Advertising time and space are sold to all advertisers, advertising and media agencies and other entities on behalf of named customers and products, who undertake to comply with the principles and legislation of TV advertising and MTV Oy's Terms of Sale.

#### MTV Oy reserves the right to

- price changes. For the sake of clarity, it is stated that prices can also be changed for cooperation agreement customers. Possible changes will be announced well in advance. Price changes caused by legislation or measures taken by authorities also apply to advertising time and advertising space reservations made.
- restrict advertising in the industries it defines.
- without liability for compensation to move, suspend an advertisement or advertising space or cancel reservations made or reject advertisements, if special reasons require it. This will be announced immediately while MTV Oy strives to provide a new, equivalent broadcast time or advertising space in its place.
- limit the number of contacts or visibility sold for an individual campaign if the capacity situation so requires.
- not to sell campaigns that cannot be implemented within the desired campaign period.
- not to sell advertising campaigns whose minimum net price is less than 200 euros.

The visibility of competitors appearing in the same content is not restricted, and this does not create any liability for MTV Oy. Advance information about possible simultaneous campaigns by competitors is not disclosed to outside parties.

# 2. Concepts and definitions

# 1. Definition of campaign

In these Terms of Sale, Total TV advertising refers to the national advertising MTV Total TV product and program-specific buying, regional advertising on the MTV3 channel and the RBS Total TV sponsorship product. Video advertising refers to instream video products (including MTV Video CTV, Pause Ad) and digital advertising refers to other digital products (display, outstream video, native advertising).

Campaign refers to an advertising time reservation that the Customer has made for the above-mentioned advertising products. Simultaneous reservations made with different advertising products are considered separate campaigns.

In Total TV advertising, the Customer's separate campaigns for the same advertising product are considered a single campaign entity if the break between the campaigns is seven (7) days or less and the same material and/or target group have been used. MTV Oy reserves the right to combine the above-mentioned separate campaigns into a single entity, which receives a contact guarantee\* in accordance with the Terms of Sale.

If multiple ad products are purchased simultaneously for a video and digital advertising campaign, each of them has its own campaign objective. If separate bookings within a campaign use the same ad product, material, and targeting, they are considered a single campaign entity and receive a common impression guarantee\*.

In Total TV advertising, the total duration of the campaign can be a maximum of 8 weeks and can extend to a maximum of two sales periods. The break within the campaign can be a maximum of seven (7) days. The maximum length of the RBS Total TV sponsorship campaign is 4 weeks.

In Total TV advertising, advertising presentations shown on TV channels begin on the start day of the campaign at 06:00 and end on the night following the last day of the campaign after the end of the program, no later than 05:59. In video and digital advertising, advertising presentations begin on the first day of the campaign at 00:01 and end on the last day of the campaign at 23:59. In the video part of MTV Total TV and RBS Total TV sponsorship products, presentations begin on the first day of the campaign at 02:00.

\* For more information on the contact guarantee, see the section "Contact and impression guarantee"

## 2. Contact and impression guarantee

#### Total TV advertising

MTV Oy grants a contact guarantee for campaigns that meet the valid Terms of Sale and the specified guarantee limits. The contact guarantee guarantees the estimated number of contacts at the time of purchase in the advertising break audience, in the target group selected for the campaign. The contact guarantee is granted at the campaign level, not per week or per material.

A contact guarantee can, by separate agreement, also be granted for a group of multiple individual campaigns. The campaigns must have the same campaign period and target group. The total guarantee consists of the total contacts of the campaigns.

MTV Oy has the right to use all start, end and continue sponsorship bumper to guarantee the RBS Total TV sponsorship campaign, if necessary.

Contact guarantee limits are applied to each advertising product according to the tables shown here

MTV TOTAL TV, TRP		REGIONAL ADVERTISING, TRI	
MTV Total TV*	100	MTV3	50

\*) The minimum contact guarantee limit for children aged 3–9 in the target group is 10 TRP.

CAMPAIGNS PURCHASED WITH PROGRAM SPECIFIC, TRP		
MTV3	25	
MTV Sub	10	
MTV Ava	5	
STAR Channel	5	
National Geographic	5	

TRP (target rating point): Sum of the average minute ratings within the target group for the campaign's commercial breaks. TRP refers to the same thing as a contact but expressed as a ratio.

RBS Total TV sponsorship, TRP		
RBS Total TV sponsorship**	80	
RBS Total TV sponsorship late night**	15	

<sup>\*\*)</sup> For a video-only campaign, the minimum contact guarantee is 10 TRP and for late-night campaigns, it is 5 TRP.

Under-delivery over 1 TRP will be credited by extending the campaign period, unless the Customer specifically refuses, or in connection with subsequent campaigns, in which case the amount of the reimbursement will be calculated from the net total value of the under-delivery. MTV Oy does not compensate under-deliveries with monetary refunds. Under-deliveries of less than 1 TRP will not be compensated.

For campaign durations of less than 7 days, a quarterly contact guarantee will be applied to all of the Customer's campaigns and the campaigns exceeding or under-delivering of the guarantee compensate for one another. Quarters are defined as calendar quarters.

Any under-delivery in the contact guarantee due to significant changes in the campaign requested by the customer are not compensated. Any underdelivery accumulated during the contract period and not compensated shall be deemed to have expired six months after the end of the contract period.

The contact guarantee is always verified from the final viewership figures of the TV meter survey provided by Finnpanel Oy. Contacts for national MTV Total TV campaigns are verified from the results of the SpotOn video advertising measurement. More information:

https://www.mtvspotti.fi/artikkelit/spoton-mittaus-tuottaa-tv-ja-videomainos-kampanjoille-yhteismitalliset-kontaktimaarat/

#### Video and digital advertising

MTV Oy grants a guarantee for campaigns sold on impression basis.

Under-delivery of more than 1% but only over 1000 impressions is automatically compensated by continuing the campaign, unless the Customer specifically denies it, or in connection with subsequent campaigns, in which case the amount of compensation is calculated from the net value of the underperformance. MTV Oy does not compensate under-delivery with monetary refunds.

Under-delivery of the impression guarantee resulting from significant campaign changes requested by the customer will not be compensated. Any under-delivery not compensated during the contract period is considered to have expired after the six months following the contract period.

The impressions or clicks of campaigns, the viewability of guaranteed display advertising and the reader amounts of native articles are verified by MTV Oy's advertising management and analytics systems (FreeWheel MRM for video, Adform PPAS for display, outstream and native advertising and MTV's analytics system).

Programmatic deals (deal-ID) are non-guaranteed deals, meaning MTV Oy does not guarantee the availability of inventory. The exception to this is campaign-specific programmatic guaranteed deals, which have a contact guarantee and are subject to cancellation terms in accordance with the Terms of Sale. The currency in programmatic buying is CPM.

# 3. Campaign stages

# 1. Confirming the campaign

The customer must confirm the campaign in writing or digitally (LIVE) by the last validity date stated in the offer; otherwise, the offer will be cancelled. The validity period of the campaign offer is calculated from the working day following the booking; working days are considered weekdays.

THE TIME OF FROM THE BOOKING TO THE START OF THE CAMPAIGN	QUObusiness days FOR X BUSINESS DAYS	
20 business days or more	10	
10–19 business days	5	
5–9 business days	2	
4 business days	1	
1–3 business days	the day in question	

## 2. Changes to campaigns

The Customer cannot make changes to offered or confirmed campaigns. If there is a need to change the length/size of the material, contact/impression amount, campaign period or other elements of the campaign, the campaign reservation must be cancelled and a new reservation must be made.

If a confirmed campaign is ongoing, the campaign must be suspended, and a new reservation must be made from the time of the change. Changes to an ongoing campaign are considered significant, and MTV Oy is therefore not responsible for any contact guarantee under-deliveries in the suspended campaign.

New reservations can be made to confirmed campaigns within the campaign period or for a period after the original campaign period, i.e., the confirmed campaign can be continued with additional reservations. Changes will follow the schedules in the Terms of Sale.

MTV Oy's sales term "Cancellation of a confirmed campaign" applies to changes when the net of the confirmed campaign's net value decreases or the campaign is canceled completely.

If you need to make changes to your campaign, please contact: <u>video@mtv.fi</u> or <u>digitrafiikki@mtv.fi</u> (display, outstream, native).

You can find more information about changes related to campaign materials in the section "Materials". Detailed Material Instructions can be found on MTV Spotti: <a href="materials-ntvspotti.fi/mediatiedot/aineistot">mtvspotti.fi/mediatiedot/aineistot</a>

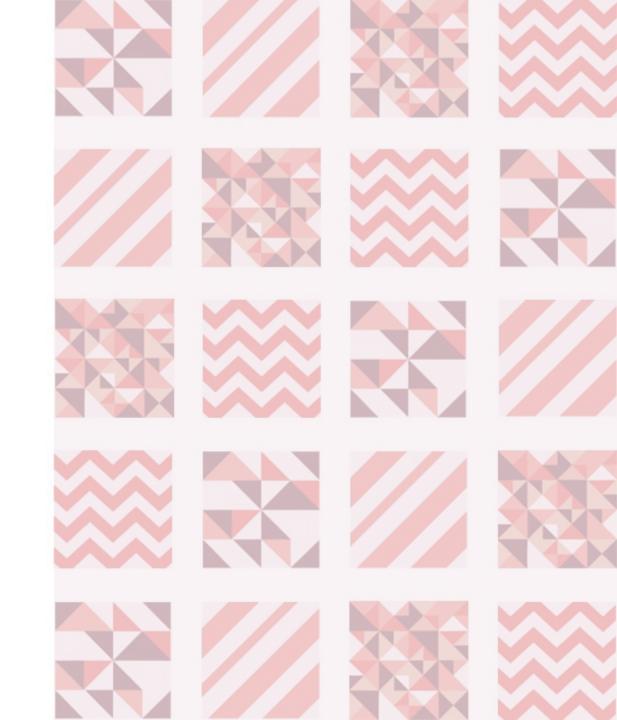
#### 3. Materials

The delivery methods and schedules for materials are specified in separate Material Instructions. Campaign reservations must be instructed by 12 noon so that there are two full working days between the instruction and the first broadcast date. Materials can be changed before and during the campaign, following the same schedule. In RBS Total TV sponsorship campaigns, materials can only be changed only for full calendar weeks. In video advertising, if the material delivered with a VAST invitation changes, a new invitation must be submitted to MTV Oy.

If MTV Oy makes changes to the materials on a schedule that deviates from the Material Instructions at the Customer's separate request, MTV Oy has the right to charge an additional express delivery fee according to the price list.

If the Customer does not deliver the materials according to the schedules and instructions specified in the Material Instructions, MTV Oy is not liable for compensation for the delay in the start of the campaign. MTV Oy is not liable for any costs or penalties incurred by the Customer if the content of the material has not been in accordance with those described in these Terms of Sale and Material Instructions or if the Customer has not fulfilled its other obligations described in these Terms of Sale.

Detailed Material Instructions and delivery schedules can be found in MTV's Material Instructions on MTV Spotti: <a href="material-mtvspotti:mtvspotti:fi/mediatiedot/aineistot">mtvspotti:fi/mediatiedot/aineistot</a>



## 4. Cancelling the confirmed campaign

If the Customer cancels a confirmed campaign order, a cancellation fee will be charged. The fee is calculated from the net price of the cancelled advertising time. Postponing the start of the campaign by more than five (5) working days is also considered a cancellation.

The amount of the cancellation fee is determined from the first broadcast date of the cancelled advertising time.

All campaigns lasting more than 1 month must be cancelled 1 month before the start of the campaign.

# 5. Complaints

Any complaints regarding an advertising campaign or it's transmission must be made in writing no later than eight (8) days after the end of the campaign.

In the event of a transmission or publication error caused by MTV Oy, the method and amount of compensation will be agreed upon separately. The maximum compensation will be the provision of corresponding advertising time free of charge or not invoicing for the advertisement that was transmitted or published erroneously.

CANCELLATION OF TOTAL TV CAMPAIGN PRIOR TO BROADCAST	CANCELLATION FEE
more than 30 days	10 %
15–30 days	25 %
7–14 days	50 %
less than 7 days	75 %

CANCELLATION OF VIDEO AND DIGITAL CAMPAIGN PRIOR TO BROADCAST	CANCELLATION FEE
2–5 days	50 %
less than 2 days	100 %

## 6. Discount policies

#### **Cooperation discount**

The cooperation discount is granted to those media agencies approved by MTV Oy who agree to comply with MTV Oy's Terms of Sale and whose creditworthiness, and the operational and qualitative factors described below have been approved by MTV Oy. The cooperation discount is 15%.

Functional and qualitative factors that entitle to the fee:

- IT system cooperation (digital order traffic) using either the LIVE booking system or digital transfer of order data to the LIVE system
- · campaign planning, booking and monitoring
- the media agency assumes full credit loss liability for the client's advertising purchases

#### **Direct billing discount**

The direct billing discount is granted to Customers or parties that do not meet the operational and qualitative criteria mentioned above. The direct billing discount is 12%.

#### **Invoicing and payment terms**

The payment term for invoices containing a cooperation discount is 14 days -1% or 30 days net from the date of invoice. In direct invoicing, the payment term is 14 days net.

The default interest rate is determined according to the latest official default interest rate. Any comments regarding the invoicing must be made no later than eight (8) days after the invoice is sent.

MTV Oy reserves the right, if the situation so requires, to cancel or postpone the confirmed advertising campaign or parts of it and to renegotiate its invoicing and payment arrangements.

#### Compensation for independent orders

MTV Oy grants the subscriber, i.e. the media agencies approved by MTV Oy, compensation determined by MTV Oy for Total TV, video and digital advertising campaigns planned in accordance with these Terms of Sale and good business practice in the industry, the booking and confirmation of which, as well as the delivery of materials and driving instructions, are handled by the subscriber using their own workforce, working hours and tools in accordance with the agreed operating procedures, schedules and processes.

The basis for the compensation is the subscriber's working hours and the development and utilization of their own tools and technologies. MTV Oy confirms the amount of compensation to the subscriber on a quarterly basis. The criteria and conditions of the compensation may change during 2026.

#### Calculating discounts

Gross price of campaign

- -seasonal index
- -potential other benefit
- -cooperation discount or direct invoicing discount
- -customer's cooperation agreement discount or potential campaign-specific discount
- = net price
- + currently valid VAT rate (%)
- = net price including tax

# 4. Responsibilities and rights

## 1. Rights of presentation and disclaimer

The Customer grants MTV Oy the right to use, publish and display the advertising material and the intellectual property rights therein on MTV Oy's television channels and streaming service, so that MTV Oy may transmit the advertisements using any available transmission technology and to any receiver throughout the duration of the advertising campaign. MTV Oy has the right to assign the above-mentioned rights.

The Customer is responsible for ensuring that it holds all copyrights and other intellectual property rights to and in the advertising material necessary to carry out the purpose of this agreement. The Customer is also responsible for ensuring that it has obtained the necessary permits and authorizations from the rights holders and has paid the fees related to the above. The Customer warrants that the display of the advertisements does not infringe the intellectual property or other rights of a third party.

If the Customer also acquires advertising space through MTV Oy from the Disney Group's television channels and/or streaming service or other sales partnerships represented by MTV Oy, the rights described in this section also cover the Disney Group and other sales partnerships.

After the first broadcast of a TV commercial, MTV Oy has the right to use the commercial in promotional, educational and research compilations, unless the Customer prohibits this in writing.

# 2. Broadcasting errors

In the event of a broadcast error caused by MTV Oy, the method and amount of compensation will be agreed separately. The compensation will be a maximum of equivalent advertising time or non-invoicing of the incorrectly broadcasted commercial. Any comments regarding the broadcasted commercial must be made within eight (8) days of the broadcast of the commercial.

#### 3. Content of the commercial

The Customer is responsible for the content of the commercial. The Customer is obliged to ensure that the commercial complies with applicable laws, regulations, international basic rules for advertising and the regulations of the Consumer Ombudsman and other authorities. In addition, the Customer is obliged to ensure that the commercial complies with the advertising guidelines of MTV Oy and/or other sales partnerships represented by MTV Oy, as applicable. Pharmaceutical advertisements are checked in advance by the Pharmaceutical Advertising Inspection Committee of the pharmaceutical industry (Lääketeollisuus Ry/Finnish Pharmaceutical Industry Association).

The Customer is responsible for ensuring that the advertising is in accordance with good practice and that its presentation is not detrimental to the reputation or corporate image of MTV Oy or its group companies.

If the Customer also acquires advertising space from Disney Group television channels and/or streaming services through MTV Oy, the rights described in this section also cover the Disney Group. If the Customer acquires advertising space from Disney's streaming services, the Customer separately undertakes to ensure that the advertising complies with Disney's current advertising guidelines.

With regard to digital advertising, the Customer is responsible for ensuring that any tracking technologies used in advertisements comply with MTV's material guidelines (<a href="mailto:mtvspotti.fi/mediatiedot/aineistot">mtvspotti.fi/mediatiedot/aineistot</a>), which are part of this agreement.

In programmatic purchasing, the Customer is responsible not only for the content of the advertisement but also for the technical requirements, such as the sound levels of video advertisements.

In programmatic purchasing, the Customer is responsible for ensuring that the Customer's categorization has been done appropriately in accordance with the Customer's industry. MTV Oy does not accept materials from uncategorized advertisers. For more information about categorizations, please contact <a href="mailto:programmatic@mtv.fi">programmatic@mtv.fi</a>.

MTV Oy defines the technology providers (so-called vendors) for which MTV Oy requests consent from users of its services in the form of a consent banner. MTV Oy is not obliged to request new consent (re-consent) for new providers.

MTV Oy is not responsible for the functionality of the technology solutions used by the Customer in its online services and selects the technologies supported on its platforms on a case-by-case basis. These may relate to, for example, measurement, targeting or brand safety.

MTV Oy has the right to reject advertising material if it does not comply with MTV Oy's currently valid rules and material guidelines, which are part of this agreement. Detailed material guidelines can be found on MTV Spotti: <a href="material-mtvspotti.fi/mediatiedot/aineistot">mtvspotti.fi/mediatiedot/aineistot</a>

# 4. Political advertising

The Customer undertakes to comply with Regulation (EU) 2024/900 of the European Parliament and of the Council on the transparency and targeting of political advertising and whether the advertisement in question is in accordance with the Regulation, and to provide the information required by the Regulation in the manner and format required by MTV Oy. MTV Oy has the right to refuse to publish a political advertisement if the above information is not provided or is incomplete. MTV Oy will ensure that the advertisement is clearly marked as political advertisement and record the required information in the EU's common transparency register.

The Customer agrees that the information related to the advertisement will be stored for at least seven (7) years in accordance with the Regulation. The Customer is responsible for ensuring that the information provided is correct and in accordance with the Regulation. MTV Oy is not responsible for any incorrectness or incompleteness of the information provided by the Customer.

More information about political advertising:

https://www.mtvspotti.fi/artikkelit/poliittinen-mainonta-mtv-kanavissa/

# 5. State advertising and media freedom

MTV Oy has the right to report annually, in accordance with the Media Freedom Act, on the advertising investments of state-owned companies to the database of the Ministry of Transport and Communications. The Customer is responsible for providing the necessary information to MTV Oy and ensuring that it is correct.

MTV Oy reports the information required by the Media Freedom Act, such as:

- the sponsor of the advertising (e.g. a ministry or municipality)
- the target and content of the advertising
- the duration of the campaign
- the amount of advertising expenditure
- the income received by MTV Oy from the campaign in guestion

## 6. Customer compensation obligation

If a third party presents MTV Oy with claims or allegations related to the rights to display advertising material or the content of the advertising, the Customer undertakes to defend MTV Oy at its own expense and to fully compensate MTV Oy for the aforementioned claims and any damages and costs arising therefrom.

If the Customer also acquires advertising space from the Disney Group's television channels and/or streaming service through MTV Oy, the Customer's obligations set out in this section also cover the Disney Group and/or other sales partnerships represented by MTV Oy, as applicable.

#### 7. Data protection and processing of personal data

The Customer declares that it complies with the data protection legislation in force at any time in the processing of personal data, such as the European Union General Data Protection Regulation (2016/679) and the Data Protection Act (5.12.2018/1050), as well as other applicable legislation. The Customer undertakes to comply with the data protection annex to the Terms of Sale as part of these Terms of Sale. The data protection annex can be found at: mtvspotti.fi/mediatiedot/myyntiehdot/.

