



Insertion Order

PERIOD FROM DEC26/22 TO MAR26/23

QUIGLEY-SIMPSON

11601 WILSHIRE BLVD.
7TH FLOOR
LOS ANGELES, CA 90025

CLIENT: PG23 Procter & Gamble
PRODUCT: MCMR Mr. Clean Magic Eraser
ESTIMATE: 1015 1015_MR CLEAN MAGIC ERASER|OTT
STATION: PEQC
PARAMOUNT EYEQ CULTURE

| PUBLISHER | LEN | CREATIVE | SIZE | NET COST | DEC26 | JAN02 | JAN09 | JAN16 | JAN23 | JAN30 | FEB06 | FEB13 | FEB20 | FEB27 | MAR06 | MAR13 | MAR20 | P2+ (000) | CPM |
|------------|-----|----------------|------|--------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------------|--------|
| PEQC | :30 | OTT/FEP 01 JAN | | \$20,000.00 | 1 | 1 | 1 | 1 | 1 | | | | | | | | | 2,721.10 | \$7.35 |
| PEQC | :30 | OTT/FEP 02 FEB | | \$40,000.00 | | | | | | 1 | 1 | 1 | 1 | | | | | 4,895.96 | \$8.17 |
| PEQC | :30 | OTT/FEP 03 MAR | | \$60,000.00 | | | | | | | | | | 1 | 1 | 1 | 1 | 7,343.96 | \$8.17 |
| * TOT PEQC | | | | \$120,000.00 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 14,961.02 | \$8.02 |

Terms and Conditions:

- This Agreement shall be governed by the laws of the State of California.
- Agency may choose to exercise **30** hours out clause at any point before or during the campaign upon receipt of written notification.
- Frequency cap by campaign - **1x per user per day**
- Must deliver impressions on a **30** day-month basis. Overage will not be applied towards future months. It will be at Agency's discretion to not any underage; revised IO required to execute. Agency will not be held financially liable for any impressions delivered over the monthly target.
- Content Guidelines - In addition to the IAB editorial adjacency guidelines, Media company must adhere to the **PEQC** content guidelines. Updated content guidelines will be provided at the beginning of each quarter.
- Media runs in Long Form video content only - long form video is a defined type of video content that has a content arc with a beginning, middle, and end which in its entirety last longer than 10 minutes.
- The video viewability comp % will be measured according to Media Rating Council (MRC) standard for video - 50% of pixels must be playing on screen for at least 2 consecutive seconds.
- U.S. traffic only. Agency and Advertiser will not be charged for fraudulent impressions if they exceed 2% of billable campaign delivery. Verification can be tracked through approved third-party vendors (i.e. MOAT).
- All campaigns must utilize Nielsen DAR tags. Nielsen DAR is used for directional tracking and not for billing purposes.

Upon BUYER's request during the PERIOD, and in accordance with the terms and conditions set forth in this SUPPLEMENTAL Agreement, SELLER shall sell and BUYER shall purchase Media Buying and placement SERVICES within BUYER content guidelines (attached)

This insertion order is subject to conditions stated above and the American Association of Advertising Agencies/Interactive Advertising Bureau Standard Terms and Conditions for Internet Advertising Media Buys of One Year or Less with the following Amendments (https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-standards-FINA.pdf) compliance with which shall be mandatory not voluntary:

1) Amendment to Section I.a
From time to time, parties may negotiate insertion orders ("IO's") under which a Media Company (defined as: the media publisher accepting this Insertion Order and including any of its associated entities and/or affiliated websites whether owned by or represented by media publisher that are collecting data or displaying ads on behalf of Agency and/or Advertiser) will deliver advertisements provided by Agency ("Ads") to Media Company's site(s) ("Site") for the benefit of an Agency or Advertiser. These services must be performed within attached Advertiser content guidelines.

2) Replace entirely Section III.a. and III.b. with the following:
The initial invoice will be sent upon completion of the first month's delivery or within 30 days of completion of the IO, whichever is earlier. Invoices are to be sent to: Agency's billing address as set forth in the IO and must include information reasonably specified by Agency such as the IO number, Advertiser name, brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO. All invoices pursuant to the IO must be received within 90 days of delivery of all Deliverables. Failure by Media Company to send such invoice or make such request shall be considered a waiver of right to payment for delivery of Ads for which no invoice was sent.

If the cost model is a static CPM or static CPC, then invoicing is based off of advertiser's 3rd party ad server numbers. All billing shall be done off of third party ad serving measurements.

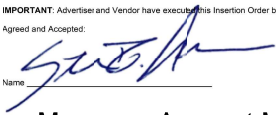
Media Company should provide invoices accompanied by proof of performance for the invoiced period, which may include access to online or electronic reporting as addressed in this document, subject to the notice and cure provisions of Section IV. Media Company should invoice Agency for the services provided on a calendar month basis with the net cost (i.e., the cost after subtracting Agency commission) based on reporting from Advertiser and/or Agency in accordance with the Cost Per Action Program defined below.

3) Replace entirely Section V.a. and V.b. with the following:
(a) At any time prior to the serving of the first impression of the IO, Agency may cancel the IO with written notice, without penalty. For clarity and by way of example, if Agency cancels the IO prior to the serving of the first impression, Advertiser/Agency will not be responsible of any impressions served.
(b) Upon the serving of the first impression of the IO, Agency may cancel the IO for any reason, without penalty, by providing Media Company written notice of cancellation which will be effective after the later of: (i) before the serving of the first impression; or (ii) **10** business days after providing Media Company with such written notice.

4) Editorial Adjacency. Media Company acknowledges that certain Advertisers may not want their Ads placed adjacent to content that promotes pornography, violence, or the use of firearms, contains obscene language, or falls within another category stated in the IO ("Editorial Adjacency Guidelines"). Media Company will use commercially reasonable efforts to comply with the Editorial Adjacency Guidelines with respect to Ads that appear on Media Company Properties, although Media Company will at all times retain editorial control over the Media Company Properties. For Ads shown on Network Properties, Media Company and Agency agree that Media Company's sole responsibilities with respect to compliance with these Editorial Adjacency Guidelines will be to obtain contractual representations from its participating network publishers that such publishers will comply with Editorial Adjacency Guidelines on all Network Properties and to provide the remedy specified below to Agency with respect to violations of Editorial Adjacency Guidelines on Network Properties. Should Ads appear in violation of the Editorial Adjacency Guidelines, Advertiser's sole and exclusive remedy is to request in writing that Media Company remove the Ads and provide makegoods or, if no makegood can be agreed upon, issue a credit to Advertiser equal to the value of such Ads, or not bill Agency for such Ads. In cases where a makegood and a credit can be shown to be commercially infeasible for the Advertiser, Agency and Media Company will negotiate an alternate solution. After Agency notifies Media Company that specific Ads are in violation of the Editorial Adjacency Guidelines, Media Company will make commercially reasonable efforts to correct such violation within 24 hours. If such correction materially and adversely impacts such IO, Agency and Media Company will negotiate in good faith mutually agreed changes to such IO to address such impacts. Notwithstanding the foregoing Agency and Advertiser each acknowledge and agree that no Advertiser will be entitled to any remedy for any violation of the Editorial Adjacency Guidelines resulting from: (i) Ads placed at locations other than the Sites, or (ii) Ads displayed on properties that Agency or Advertiser is aware, or should be aware, may contain content in potential violation of the Editorial Adjacency Guidelines.

IMPORTANT: Advertiser and Vendor have executed this Insertion Order by their duly authorized representatives as of the later of the signature dates below. All signed copies of this Agreement shall be deemed originals. The individual signing on behalf of Vendor hereby represents and warrants that he or she has full authority to sign this Agreement.

Agreed and Accepted:


Name _____
Title **Manager, Account Management**
Date **12/16/22**