



Quote #: 00021482
AUK83709 ACCA (Epiphany - UK) ACCA Programmatic April 2024
Quote Date: 2024-03-27 22:10:35Z

Nexxen Group Ltd. (f/k/a Unruly Group Ltd) Contact Information

Address:
Nexxen Group Ltd. (f/k/a Unruly Group Ltd)
Hogarth House 136 High Holborn
London WC1V 6PX
UK

ACH/Wire Payment:
Bank Name: Citibank
Bank Address: Citigroup Centre, Canada
Square, Canary Wharf, London E14 5LB
Swift/Bic: CITIGB2L
Account Name: Unruly Group Ltd.
Currency: GBP
Account Number: 0014753631
IBAN: GB75CIT118500814753631

Sales Manager:
Ellen Piercy
epiercy@nexxen.com

Account Manager:
Ellen Piercy
epiercy@nexxen.com

Billing Account

Address:
Epiphany Solution Limited
The Small Mill, Chadwick Street
Leeds, LS10 1LJ

Customer Contact:

Associated Line Items

Epiphany_ACCA_Caribbean

Start Date	End Date	Price Type	Units	Net Rate	Net Item Price
4/1/2024	4/30/2024	dCPM	600,000	£1.000	£600.000

Product Level II: Display

Reporting Type: Billing will be based on Client 3rd Party ad server measurements.

Epiphany_ACCA_Global

Start Date	End Date	Price Type	Units	Net Rate	Net Item Price
4/1/2024	4/30/2024	dCPM	275,000	£1.000	£275.000

Product Level II: Display

Reporting Type: Billing will be based on Client 3rd Party ad server measurements.

Epiphany_ACCA_Hong Kong SAR

Start Date	End Date	Price Type	Units	Net Rate	Net Item Price
4/1/2024	4/30/2024	dCPM	500,000	£1.000	£500.000

Product Level II: Display

Reporting Type: Billing will be based on Client 3rd Party ad server measurements.

Epiphany_ACCA_India

Start Date	End Date	Price Type	Units	Net Rate	Net Item Price
4/1/2024	4/30/2024	dCPM	1,750,000	£1.000	£1,750.000

Reporting Type: Billing will be based on Client 3rd Party ad server measurements.

Start Date	End Date	Price Type	Units	Net Rate	Net Item Price
4/1/2024	4/30/2024	dCPM	560,000	£1.000	£560.000

Reporting Type: Billing will be based on Client 3rd Party ad server measurements.

Start Date	End Date	Price Type	Units	Net Rate	Net Item Price
4/1/2024	4/30/2024	dCPM	1,050,000	£1.000	£1,050.000

Reporting Type: Billing will be based on Client 3rd Party ad server measurements.

Start Date	End Date	Price Type	Units	Net Rate	Net Item Price
4/1/2024	4/30/2024	dCPM	300,000	£1.000	£300.000

Reporting Type: Billing will be based on Client 3rd Party ad server measurements.

Start Date	End Date	Price Type	Units	Net Rate	Net Item Price
4/1/2024	4/30/2024	dCPM	500,000	£1.000	£500.000

Reporting Type: Billing will be based on Client 3rd Party ad server measurements.

Start Date	End Date	Price Type	Units	Net Rate	Net Item Price
4/1/2024	4/30/2024	dCPM	525,000	£1.000	£525.000

Reporting Type: Billing will be based on Client 3rd Party ad server measurements.

Start Date	End Date	Price Type	Units	Net Rate	Net Item Price
4/1/2024	4/30/2024	dCPM	4,000,000	£1.000	£4,000.000

Reporting Type: Billing will be based on Client 3rd Party ad server measurements.

Start Date	End Date	Price Type	Units	Net Rate	Net Item Price
4/1/2024	4/30/2024	dCPM	400,000	£1.000	£400.000

Reporting Type: Billing will be based on Client 3rd Party ad server measurements.

Epiphany_ACCA_UAE					
Start Date	End Date	Price Type	Units	Net Rate	Net Item Price
4/1/2024	4/30/2024	dCPM	400,000	£1.000	£400.000
Product Level II: Display					
Reporting Type: Billing will be based on Client 3rd Party ad server measurements.					

Total Units : 10,860,000

Net Price : £10,860.000

VAT/GST Tax (%) : 20

Terms

This Insertion Order ("IO") incorporates by reference the IAB Standard Terms and Conditions for Interactive Advertising for Media Buys of One Year or Less Version 3.0 ("Terms"), as modified below. No other terms and conditions will be binding, unless such terms are separately signed by both parties. In the event of a conflict between this IO and the Terms, this IO shall prevail.

This IO is entered into by and between Nexxen, Inc. (fka Amobee Inc.), a Delaware corporation and whose registered office is 100 Redwood Shores Parkway 3rd floor, Redwood City, CA 94065 or any of Nexxen's affiliates, including without limitation Nexxen Group Ltd (fka Unruly Group Ltd), Unruly Media Pte Ltd (dba Nexxen Media Pte Ltd.), Unmedia Video Distribution Sdn Bhd (dba Nexxen Video Distribution Bhd), Unruly Media KK (dba Nexxen Media KK), Unruly Media Pty Ltd (dba Nexxen Pty Ltd), and any other subsidiary of Tremor International Limited now existing or hereafter formed (individually and collectively, "**Nexxen**" or "**Media Company**") and the company named as advertiser in the Insertion Order ("**Advertiser**") and/or the agency listed in the Insertion Order for such Advertiser ("**Agency**"), if any.

1. In the Terms, "Advertiser" and "Agency" both refer to Company and "Media Company" refers to Nexxen for purposes of this IO. Company acknowledges that Nexxen is not a publisher or an ad network but a demand-side platform, and therefore the concepts of "Media Company Properties" and "Network Properties" in the Terms do not apply to this IO.
2. The Definitions in the Terms are amended as follows: "or any additional data or materials provided by Advertiser or Agency" is inserted at the end of the definition of "Advertising Materials"; "CPM Deliverables" means Deliverables sold on a cost per-thousand impression basis without any performance objectives; "dCPM Deliverables" means Deliverables sold on a dynamic cost per-thousand impression basis to achieve Agency or Advertiser objectives; the definitions "Media Company Properties" and "Network Properties" are deleted from the Terms; and "Site" or "Sites" means the website, CTV or linear TV provider from which inventory is purchased pursuant to this IO.
3. The following sections from the Terms do not apply to this IO: II(b) (Changes to Site), II(d) (Editorial Adjacencies), IV(b) (Media Company Reporting), IV(c) (Makegoods for Reporting Failure) and XIII(b) (Controlling Measurement).
4. Section III(a) of the Terms is amended by replacing "net cost (i.e., the cost after subtracting Agency commission, if any)" with "cost".
5. Section III(c) of the Terms is deleted in its entirety and replaced with the following: "Advertiser and Agency are jointly and severally liable for all such monies due and payable on publication of advertising, including but not limited to any third party media costs that are not identified prior to the execution of this IO, such as ad verification, viewability and creative build and design services. If payments are not made on a timely basis, Media Company at its discretion may terminate this IO."
6. Section VI of the Terms is amended as follows: Section VI(a) applies only with respect to CPM Deliverables; the second sentence of Section VI(b) is deleted; and Section VI(c) of the Terms also applies to dCPM Deliverables.
7. Section IX(g) of the Terms is amended by inserting the following sentence: "Notwithstanding the foregoing, Media Company may publicly disclose that Advertiser and Agency are clients of Media Company and may use their marks for such purposes."
8. Section XI of the Terms is amended by inserting: "In no event will Media Company's liability hereunder exceed the amount of fees actually paid by Company to Media Company during the three (3) month period prior to the time such liability arose under this IO."
9. Section XIV(a) of the Terms is amended by inserting: "Advertiser represents and warrants that the Ads and Advertising Materials do not contain viruses or similar harmful technology."
10. Section XIV(b) of the Terms is amended by deleting the first sentence of this Subsection in its entirety and replacing with the following: "This IO may not be assigned or subcontracted by either party without the prior written consent of the other party (not to be unreasonably withheld or delayed), provided that Media Company may assign or subcontract this IO without Agency's consent to a parent, subsidiary, affiliate, or to any entity that acquires it or all or substantially all of its stock or assets."
11. The parties recognize the importance of consumer privacy. Nexxen shall adhere to the Network Advertising Initiative's Code of Conduct, the Digital Advertising Alliance's Self-Regulatory Principles, the Digital Advertising Alliance of Canada's Canadian Self-Regulatory Principles and the IAB Europe EU Framework for Online Behavioural Advertising, and any global privacy controls that are widely adopted within the industry or that are otherwise required by law, each as applicable (collectively, the "Self-Regulatory Programs"). Company shall comply with the Self-Regulatory Programs. The Self-Regulatory Programs require Nexxen and Company to place the AdChoices icon on creatives in connection with many types of ad campaigns. Nexxen will automatically attempt to place such icon on Company's creatives and charge Company applicable fees for same. Nexxen shall not knowingly receive, collect or transmit Personally Identifiable Information ("PII") in connection with this Agreement, and Company shall not provide any PII to Nexxen.
12. Nexxen will allocate budgets and choose strategies based on performance needs. In campaigns specifying dCPM Deliverables, actual number of impressions and final CPM will depend on tactics used.
13. Nexxen will use commercially reasonable efforts to set up this IO, and any changes to this IO, within three business days of receipt of all necessary materials. Company may request a faster set-up. If Nexxen attempts to comply with the request, Company will be liable for all errors and associated costs.
14. For managed service social campaigns, Company shall provide access to the social media account as administrator. Nexxen shall not modify or post to the social media account or contact fans or followers of the social media account except as otherwise requested by Company.
15. Nexxen will use commercially reasonable efforts to deliver ad impressions to geographic regions defined by Company. Company acknowledges that geographic targeting is not 100% accurate and is responsible for impressions served outside of specified regions.
16. Nexxen's fees are exclusive of any Taxes. "Taxes" means any sales, use, transfer, privilege, excise, VAT, GST, DST, consumption tax, or other similar taxes and duties, whether foreign, national, state or local, however designated, present or future, which are levied or imposed by reason of the performance by Nexxen or Company under this Agreement, excluding taxes on Nexxen's net income. Company will be responsible for paying, at the same time it pays the fees, any Taxes imposed on Nexxen's fees. Company will be responsible for timely paying in full all other Taxes. If Company is required to make any deduction, withholding or payment on account of any Taxes in any jurisdiction in respect of any amounts payable hereunder by Company to Nexxen, such amounts will be increased to the extent necessary to ensure that after making such deduction, withholding or payment, Nexxen receives when due and retains (free from any liability in respect of any such deduction, withholding or payment) an amount equal to what would have been received and retained had no such deduction, withholding or payment been required or made.
17. This Agreement will be governed by and interpreted (without regard to any conflict of laws principles or rules) in accordance with: the laws of England and Wales and subject to the exclusive jurisdiction of courts located in London (if the UK Nexxen office originates the IO); the laws of Singapore and subject to the exclusive jurisdiction of courts located in Singapore

(if the Singapore Nexxen office originates the IO); the laws of New South Wales and Australia and subject to the exclusive jurisdiction of courts located in Sydney (if an Australian Nexxen office originates the IO); or the laws of New York and subject to the exclusive jurisdiction of courts located in New York (otherwise).

18. The parties may give notice by email, provided that the notifying party does not get an error message after sending the email. Email notices to Nexxen must go to legal@tremorinternational.com. For compliance with global privacy laws, Nexxen's Data Protection Addendum (available at <https://www.amobee.com/trust/master-service-terms/schedule-e>) is incorporated by reference.

Additional Terms:

Notwithstanding anything to the contrary, Nexxen reserves the right to run up to 30% of the media covered by this IO on its outstream product offering.

Notwithstanding anything to the contrary in this IO herein, for "blast flights" (meaning placements scheduled to run 3 days or less), billable impressions invoiced will be based on Nexxen's first party delivery as recorded and reported in the Nexxen platform.

Dynamic CPM Rate ("dCPM") means rates will fluctuate during the campaign flight date. Agency/Advertiser understands and agrees that the daily and monthly dCPM for Advertiser's campaign as reflected on Nexxen's reporting will fluctuate during the campaign flight dates, provided that (i) the average dCPM charged to Agency/Advertiser by Amobee over the course of Agency/Advertiser's campaign will not exceed the max CPM rate, if applicable, set forth in the Media Specification below, and (ii) the total amount due to Nexxen shall not exceed the Total Contracted Budget set forth above.

Contractual Obligations

Payments	Please reference the above Quote number to allow the processing of your payment. Payments not received within 60 days will incur monthly interest charges of 1.5%. Payments not made within 90 days will be subject to collections, credit bureau reporting, and legal action.
Cancellation	The agency/advertiser may cancel this contract with 24 Hours notice. This cancellation must be in written format and is acceptable by fax or email. A telephone or verbal cancellation is not accepted.

AUTHORIZATION: SIGNING THIS DOCUMENT CONTRACTUALLY BINDS NEXXEN GROUP LTD. (F/K/A UNRULY GROUP LTD) AND THE AGENCY

Agency Authorized Signature: Holly Coomer Date: 03.04.2024

Nexxen Signature: Hilary Goldsmith Date: 04.07.2024