|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **GENERAL DETAILS** | | | | | |
| Insertion Order | |  | | | |
| Campaign Name | | {{campaign\_name}}  {{campaign\_name\_2}}  {{campaign\_name\_3}} | | | |
| Client (registered company name) | | |  | | --- | | {{client\_name}} | | | | |
|  | | | | | |
| **CLIENT CONTACTS** | | | | |  |
| Commercial | {{commercial\_contact\_name}} | {{commercial\_contact\_role}} | {{commercial\_contact\_email}} | |  |
| Financial | {{financial\_contact\_name}} | {{financial\_contact\_role}} | {{financial\_contact\_email}} | |  |
|  | | | | |  |
| **BJ’s MEDIA EDGE CONTACTS** | | | | |  |
| Commercial | Christiane Satir | Sr Digital Creative Manager | Csatir@bjs.com | |  |
| Financial | Juliana Freeman | Digital & Omni Program Manager | Jfreeman@bjs.com | |  |
|  | | | | |  |
| **CAMPAIGN DETAILS** | | | | |  |
| **Service Description** | **Start Date** | **End Date** | **Billing Unit** | **Rate** | **Spend** |
| {{service\_description}} | {{start\_date}} | {{end\_date}} | {{billing\_unit}} | {{rate}} | {{campaign\_budget}} |
| {{service\_description\_2}} | {{start\_date\_2}} | {{end\_date\_2}} | {{billing\_unit\_2}} | {{rate\_2}} | {{campaign\_budget\_2}} |
| {{service\_description\_3}} | {{start\_date\_3}} | {{end\_date\_3}} | {{billing\_unit\_3}} | {{rate\_3}} | {{campaign\_budget\_3}} |
| Total Investment | | | | | {{total\_budget}} |

|  |  |
| --- | --- |
| **TERMS AND CONDITIONS** | |
|  | **Support**. Client will be responsible for user support for the advertisement.  BJ’s will be responsible for user support with regard to technical issues relating to the product or services displaying the advertisement, provided that in no case will BJ’s be required to provide any support that is above or beyond the support that it offers to other users of the product or services.  **Fees/Payment.** Client will pay BJ’s the fees (based on the applicable billing unit set forth above) for the number of impressions delivered up to the total spend of the fees/budgets in the campaigns set forth in the Campaign Details table above. Client will pay BJ’s within 30 days after its receipt of BJ’s invoice in accordance with BJ’s then-current payment policies. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less (plus the costs of collection).  BJ’s will not modify invoices to meet Client’s requirements, and the terms and conditions of any purchase order, invoice or other form issued by Client shall not add to or modify the terms and conditions of this Insertion Order.  BJ’s reserves the right to suspend or terminate a campaign or advertisement at any time (including for non-payment) in its sole discretion.  Except as expressly set forth below, this Insertion Order is an agreement governed by law and by the Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the “IAB Terms”) located at: [STANDARD TERMS AND CONDITIONS FOR INTERNET ADVERTISING FOR MEDIA BUYS ONE YEAR OR LESS](https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf)  The IAB Terms applicable to this Insertion Order are amended pursuant to the attached Amendment.  By signing this Insertion Order, Client agrees to the terms set forth herein including the IAB Terms (as modified by the attached Amendment) and BJ’s Privacy Policy, available at [BJs.com/PrivacyPolicy](https://www.bjs.com/content?template=B&espot_main=about_privacy) (“BJ’s Privacy Policy”).  Together this Insertion Order, the IAB Terms (as modified), and the BJ’s Privacy Policy, constitute the entire agreement of the parties. |

**AGREED AND ACCEPTED:**

|  |  |  |
| --- | --- | --- |
| **CLIENT / ADVERTISER** |  | **BJ’s Wholesale Club, Inc.** |
| Name:\n1\ | Name: |  |
| Title: \t1\ | Title: \t2\ |  |
| Signature:\s1\ | Signature:\s2\ |  |
| Date:\d1\ | Date:\d2\ |  |

BJ’S WHOLESALE CLUB, INC.

AMENDMENT TO 4A’s/IAB STANDARD TERMS AND CONDITIONS FOR INTERNET ADVERTISING FOR MEDIA BUYS ONE YEAR OR LESS (VERSION 3.0)  
Effective as of June 25, 2025

This is an amendment (“Amendment”) to the 4A’s/IAB Standard Terms and Conditions for Internet Advertising For Media Buys One Year or Less, Version 3.0 (<https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf>) (the “IAB Media Terms”). The IAB Media Terms, as modified by this Amendment shall collectively be called “BJ’s Media Terms or the “Terms”. The BJ’s Media Terms govern the placement of Ads on Media Company Sites pursuant to an IO agreed upon by both Media Company and Advertiser (or its Agency). The terms of the IO, along with the Amendment and the IAB Media Terms (collectively, the “Agreement”) supersede all terms and conditions previously agreed upon between the parties in connection with the subject matter of such media buys. Capitalized terms used and defined in the IAB Media Terms shall have the same meaning when used in this Amendment, unless otherwise stated herein.

For IO’s entered into directly between Advertiser and Media Company, all references to “Agency” in the IAB Media Terms and this Amendment shall refer to Advertiser and Sections X(c) and XII(h) of the IAB Media Terms shall not apply. For any IO entered between an Agency on behalf of its Advertiser, Agency represents and warrants that it has the authority as Advertiser’s agent to bind Advertiser to the IAB Media Terms, as amended by this Amendment and each IO, and that all of Agency’s actions related to the IAB Media Terms, as amended by this Amendment and each IO will be within the scope of such agency.The IAB Media Terms are hereby amended and/or supplemented as follows:

1. Definitions
   1. The definition for the term “Media Company” shall be replaced with the following: “‘Media Company’ means BJ’s Wholesale Club, Inc.”
   2. The definition for the term “Network Properties” is modified to delete “, but on which Media Company has a contractual right to serve Ads.”
   3. The defined term “Terms” shall be deleted and replaced with “IAB Media Terms.”
   4. The following new definition is added to the Definitions section: “Social Media Deliverable” means social media (i.e., Facebook, Instagram, TikTok) Deliverables sold on a flat fee cost basis without a guarantee.
2. Section II (Ad Placement and Positioning)
   1. The phrase “reasonably balanced delivery schedule” in Section II(a) shall be modified to say, “commercially reasonable balanced delivery schedule.”
   2. The term “Site” in Section II(b) shall be deleted and replaced with “Media Company Properties.”
   3. Section II(d) (Editorial Adjacencies) is modified as follows: (i) the third sentence in the paragraph is deleted in its entirety; (ii) the second paragraph is deleted in its entirety; (iii) and the following language is added at the end of the first paragraph. “For the purposes of clarity, Advertiser and Agency understand and acknowledge that Media Company does not own or operate the Network Properties upon which Ads may appear, and Media Company does not create, control, or approve, the content on such Network Properties, including the content against which Ads may appear. Accordingly, unless otherwise agreed to in an IO, this Section II(d) does not apply to Network Properties.”
3. Section III (Payment and Payment Liability)
   1. The first sentence of Section III(a) is modified by adding the following text at the end: “, unless prepayment applies as may be agreed in the IO.”
   2. The following is added to the end of Section III(b): “In the event of nonpayment, and without limiting any other remedies of Media Company, Media Company may refuse to run any future Ads until such payments are made or require payment in advance.”
4. Section IV (Reporting)
   1. Section IV(b) is deleted in its entirety and replaced with the following: “If Media Company is serving the campaign, Media Company will make reporting available either upon campaign completion or during regularly scheduled intervals throughout the campaign, unless otherwise specified on the IO. The details of the reports may be set forth in the IO.”
   2. Section IV(c) is modified as follows: (i) the first sentence is deleted in its entirety; (ii) the phrase “Media Company will cure such failure” is deleted in its entirety and replaced with the following: “Media Company will use commercially reasonable efforts to cure such failure.”
5. Section V (Cancellation and Termination)
   1. Section V(a)(iii) is deleted in its entirety and replaced with the following: “Agency agrees that obligations under an IO with respect to flat fee-based or fixed placement Deliverables, including, without limitation, roadblocks, time-based or share of voice buys, sponsorships, promotions, content production, and Custom Materials (as defined below) are non-cancellable by Agency.”
   2. Everything after the first sentence of Section V(b) is deleted in its entirety and replaced with the following: “Additionally, if Agency or Advertiser breaches its obligations by violating any of the Policies (and such Policy was provided to Agency or Advertiser) and receives timely notice of each such breach, even if Agency or Advertiser cures such breaches, then Media Company may terminate the IO or placements associated with such breach upon written notice. For purposes of clarity, failure to make timely payment to Media Company in accordance with the provisions set forth in Section III of these Terms will be considered a material breach of the Terms subject to the additional remedies set forth herein. Notwithstanding the foregoing provision or anything else in the Terms, in the event Agency (i) commences, files, consents to, or otherwise becomes subject to a receivership, insolvency proceeding, bankruptcy proceeding or other proceeding for the adjustment and restructuring of debts or liquidation of assets; (ii) makes an assignment for the benefit of creditors; (iii) becomes insolvent; or (iv) ceases to carry on all or substantially all of its business in the ordinary course, Media Company may terminate the IO immediately upon notice to Agency.”
6. Section VI (Makegoods)
   1. The first “will” in the first sentence of Section VI(a) is replaced with the word “may.”
   2. Section VI(b) is modified as follows: (i) the second sentence is deleted in its entirety and replaced with the following: “If no makegood can be agreed upon, then Media Company may issue a makegood at its discretion.”; (ii) the third sentence is deleted in its entirety and replaced with the following: “If Agency or Advertiser has made a cash prepayment to Media Company, specifically for the campaign IO for which under-delivery applies, then, if Agency and/or Advertiser is reasonably current on all amounts owed to Media Company under any other agreement for such Advertiser, Media Company will issue a makegood equal to the value of the underdelivered portion of the relevant campaign.”
   3. A new Section VI(d) shall be added with the following language: “Social Media Deliverables. If an IO contains Social Media Deliverables, any designated number of units which may be indicated on the IO is merely an estimate and such units are not guaranteed nor are such units reconcilable. Makegoods and refunds are not available for Social Media Deliverables.”
7. Section VI (Makegoods)
   1. The first sentence of Section VII(a) is deleted in its entirety and replaced with the following: “Where Agency uses a Third Party Ad Server, Media Company will use commercially reasonable efforts not bonus more than 10% above the Deliverables specified on the IO without the prior written consent of Agency.”
8. Section IX (Ad Materials)
   1. Section IX(a) is amended by replacing "sole remedies” with “remedies” and “Section V(c)” with “Section V(b).”
   2. Section IX(c) is modified as follows: (i) the term “Site” in Section IX(c) shall be deleted and replaced with “Media Company Properties”; (ii) the phrase beginning with “provided that if Media Company” through the end of the sentence at the end of Section IX(c) shall be deleted in its entirety.
   3. Section IX(e) is modified as follows: (i) the word “materially” shall be added before the word “edit” in the first sentence; (ii) the following language is added at the end of the second sentence: “; provided, however, if Agency’s approval is delayed then Advertiser’s campaign may start late, and Media Company has the right to charge the Advertiser for the campaign based on the intended start date.”
   4. The following language is added at the end of Section IX(f): “All use of Third Party Ad Server tags shall comply with Section XII(d)(i) and Media Company’s Policies including, without limitation, policies regarding use of cookies, tags, pixels, JavaScript, and any other technology that is designed to track users’ online behavior or activity. Media Company will make commercially reasonable efforts to support Third Party Ad Serving on all platforms and devices. Implementation instructions should be included with the delivery of the tags if non-standard implementation is required. Notwithstanding the foregoing, Agency and Advertiser acknowledge that not all platforms and devices support all Third Party Ad Servers and such platforms and devices may require Media Company’s ad server to deliver the campaign. Media Company or its designee has the right to remove any cookies, tags, pixel, or other technology in violation of the IO.”
   5. A new Section IX(h) shall be added with the following language: “Media Company Intellectual Property. Except as expressly provided in the IO, Media Company retains all right, title, and interest in and to its intellectual property, and Agency shall not use or direct any third party to use the intellectual property of Media Company, including, but not limited to any copyright, design rights, trademarks, service marks, tradenames, and domain names (i) in any advertising, publicity, promotion, or other disclosure; (ii) in any in-house publication; (iii) to express or imply any endorsement of any product or service; or (iv) in any other manner or for any other purpose, without Media Company’s prior written consent.”
   6. A new Section IX(i) shall be added with the following language:

“Custom Materials. In the event Media Company delivers or produces any Custom Materials for Advertiser, to be published alone or together with Ads or other materials furnished by Advertiser, all such Custom Materials must be reviewed and approved by Advertiser prior to Media Company's use of the Custom Materials in conjunction with the Ads on the Sites or in any manner whatsoever; and Media Company shall be entitled to rely on such approval by Advertiser as permission to publish the Custom Materials.

Media Company (or its Affiliate) and Advertiser (or Agency) will enter into a promotion agreement or custom materials agreement (the “**Promotion Agreement**”) that shall control and govern the Custom Materials specified in the IO, which may include, but not be limited to Social Media Deliverables, custom video integrations, microsites, sponsored editorial sections, rich media, sweepstakes, contests and other promotions. by Advertiser or Agency, Media Company is the sole and exclusive owner for all purposes of the Custom Materials and all other content or technology it creates for the media buy pursuant to the IO. Media Company shall have the sole and exclusive right to use, distribute, advertise, promote, exhibit, license, display, perform and exploit the Custom Materials, unless otherwise agreed by the parties in writing.”

1. Section X (Indemnification)
   1. The parenthetical in Section X(a) is modified to add the following language after “attorneys’ fees”: “, internal business efforts, and external expenses related to compliance with government investigations and third-party subpoenas”.
   2. Section X(b) is modified as follows: (i) the “or” before “(iii”) is deleted in its entirety; (ii) the following language is added at the end of the Section: “, including, but not limited to, allegations that such content or subject matter violate the right of a Third Party (including intellectual property or privacy rights), are defamatory or obscene, or contain any harmful code; (iv) the sale or use of any products or services sold or links accessible via an Ad or Advertising Materials on the Network Properties, or (v) the use of any content or technology requested by Advertiser to be used in placing the Ad. Advertiser’s indemnification obligations herein will extend to the acts, omissions, services, and deliverables of any Third Party acting on its behalf.”
2. Section XII (Non-Disclosure, Data Usage and Ownership, Privacy and Laws)
   1. Section XII(c) is modified as follows: (i) the use of the term “Site” in Section XII(c) shall be deleted and replaced with “Media Company Property”; (ii) the following language is added at the end of Section XII(c)(iv): “For the purposes of clarity, Media Company Property Data is owned by Media Company.”; a new Section XII(c)(viii) shall be added with the following language: “‘Personal Information’ means any information that identifies, relates to, is reasonably capable of being associated with, directly or indirectly, an individual, or as otherwise may be defined as “personal information”, “personal data”, “personally identifiable information,” or similar term under applicable law, and regulations.”
   2. Section XII(d) is modified as follows: (i) the use of the term “Site” in Section XII(d) shall be deleted and replaced with “Media Company Property”; and (ii) a new subsection (C) shall be added with the following language: “(C) collect any Personal Information about end users on Media Company Properties.”
   3. The following is added to the end of the sentence of Section XII(g): “, including but not limited to, all applicable data privacy, and advertising laws, rules, regulations, and Media Company’s Policies (collectively, “**Applicable Law**”).”
3. Section XIII (Third Party Ad Serving and Tracking)
   1. The first “will” in the first sentence of Section XIII(a) is replaced with the word “may.”
   2. Section XIII(b) is deleted in its entirety and replaced with the following: “If both parties are tracking delivery, the measurement used for invoicing advertising fees under an IO (“Controlling Measurement”) will be determined by Media Company’s Third Party Ad Server, unless explicitly noted and agreed to in the IO. Media Company and Agency agree that for any Third Party Ad Server to be used for Controlling Measurement it must be certified as compliant with the IAB/AAAA Ad Measurement Guidelines (the “**IAB/AAAA Guidelines**”).Media Company must pre-approve in writing any Third Party Ad Server and secondary serving or tracking vendors of the Advertiser or Agency for each campaign. Media Company shall not be bound by any measurement or reporting provided by any non-preapproved vendor.
   3. Section III(c) is deleted in its entirety and replaced with the following: “As available, the party responsible for the Controlling Measurement will make the reporting available to the other party.”
   4. The text of each Section XIII(d) through XIII(g) is deleted in its entirety, and each is replaced with the following: “Reserved.”
4. Section XIV (Miscellaneous)
   1. The following language is added to the end of Section XIV(a): “In addition, Advertiser grants to Media Company a non-exclusive, non-transferable, royalty-free license during the term of an IO to use, copy, modify (only to the extent necessary or as expressly permitted by Advertiser in writing, email will suffice), distribute, publicly perform, and display the Advertising Materials and Ads, which may include Advertiser’s trade names, trademarks, logos, or service marks solely as contained therein, for purposes of delivery, performing, and measure the Deliverables.”
   2. Section XIV(d) is modified as follows: (i) the first sentence is deleted in its entirety and replaced with the following: “In the event of any inconsistency between the terms of an IO, these Terms, and the Amendment to the IAB Media Terms, the order of precedence shall be as follows: the IO, the Amendment to the IAB Media Terms, the IAB Media Terms.”; (ii) the second sentence is deleted in its entirety and replaced with the following: “All IOs will be governed by the laws of the Commonwealth of Massachusetts, without reference to its choice of law rules.”; (iii) the second placeholder in the third sentence is replaced with “the state and federal courts located in the Commonwealth of Massachusetts.”; (iv) the fourth sentence is deleted in its entirety and replaced with the following: “Media Company may modify the Amendment to the IAB Media Terms from time to time in its discretion, which such modified Amendment to the IAB Media Terms will be made available to Agency.”
   3. A new Section XIV(h) shall be added with the following language: “External Services. Advertiser and Agency understand and acknowledge that some services provided by Media Company rely on external services provided by Third Parties, including certain Third Party inventory partners, and owners and operators of Network Properties. By using Media Company’s services, Advertiser and Agency agree to comply with any terms and conditions and/or policies promulgated by such Third Parties. Advertiser and Agency acknowledge and agree that Media Company makes no representations or warranties in connection with such Third Party providers or their products and services.”
   4. A new Section XIV(i) shall be added with the following language: “Third Party Vendor Fees. Any fees associated with Third Party vendors which provide services to Agency or Advertiser such as Third Party Ad Serving, rich media ad serving, secondary serving or tracking, or any other vendors employed by Agency and Advertiser shall be the sole responsibility of Agency or Advertiser and not Media Company.”