

Client:	NHS Business Services
Campaign Name:	NHS Healthy Start
Campaign Start Date:	15th January 2024
Campaign End Date:	31st March 2024
Submission Date:	9th January 2024
PO Number	

PLACEMENT NAME	START DATE	END DATE	SIZE	RATE TYPE	RATE	QUANTITY	TOTAL GROSS COST	NOTES
Emma's Diary Media								
Targeted Media delivered across the site on content from 10 weeks pregnant	15th January 2024	31st March 2024	300x250, 728x90, 300x600, 320x50 Mobile, 160x600 -desktop, mobile & web				£	5 days lead time.
							£	

Terms & Conditions

The terms set forth below and the terms of the 4A's / Interactive Advertising Bureau Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the "IAB Terms") (available at https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-Standard-FINAL.pdf) shall govern this insertion order. In the event of a conflict between the terms below and the IAB Terms, the terms below shall supersede the IAB Terms. To the extent Everyday Health is creating any Custom Content, including but not limited to Influencer articles, expert articles, videos, custom solo email, interactive branded experience, and cross platform social campaign, the terms of the Custom Content Addendum located at <https://www.babycenterbrandlabs.com/pumpkin-studio-custom-content-addendum/> shall govern. If Advertiser is executing this insertion order (as opposed to Agency), then Advertiser shall be considered both "Agency" and "Advertiser" under the IAB Terms and Section III(c), X(c), and XII(h) of the IAB Terms are hereby deleted. New York is designated the applicable law and venue for this insertion order and the IAB Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning assigned to such terms in the product deck provided by Everyday Health.

Sponsorships, roadblocks, custom elements, product spotlights, ad units built by Everyday Health, e-mails and sponsored elements are non-cancelable and non-transferable.

Once the guaranteed deliveries are met for any applicable Custom Center(s), Everyday Health will not be responsible for driving additional visitors to such custom center(s) over the remaining term of the campaign.

Advertiser warrants that all ad creative submitted pursuant to the campaign will be free of blocking tags. User Targeting placements require two (2) creative types if using Rich Media: One rich media creative and one gif/jpeg creative. Creatives are due 7 days before launch date. Traffic Creative to: clientservices@everydayhealthinc.com.

Advertiser acknowledges and agrees that traffic to Everyday Health channels may be impacted by various factors including the display of Everyday Health content on third party media channels and, therefore, advertising may be subject to periods of high volume delivery during certain periods of a campaign.

Reporting for CPV programs will be provided on a monthly basis, metrics will include the following if applicable: Monthly Unique Visitors, Total Page Views, Page Depth, Page Views per Article/Tool, Avg Time Spent, Video Views and VCR, and Quiz & Poll starts/completion results.

Neither Agency, Advertiser nor any third party working on behalf of Agency or Advertiser shall: (i) collect any personally identifiable information from Everyday Health's properties or combine any data collected from Everyday Health's properties with any personally identifiable information; (ii) use behavior or click-stream data without Everyday Health's prior written consent; (iii) disclose any data derived from the use of tracking pixels, cookies or any similar technology to any third party; or (iv) use pixels, cookies or any other method to retarget users of the Everyday Health properties or to conduct any type of studies or analysis of the Everyday Health properties or users.

For any lead generation forms used to collect user information for a Cost Per Lead ("CPL") campaign, Advertiser shall provide a link to Everyday Health to an accurate Advertiser privacy policy that describes how provided information is handled and used. A lead is considered qualified and billable when the user has agreed to share certain data with the Advertiser, which may include but is not limited to a user's name, email address and due date ("Leads"). Notwithstanding the foregoing, the parties may agree in writing during the campaign to update the data required for a Lead. Everyday Health will deduct the cost for any Leads that have identical information as another Lead within the Advertiser's database, provided that such deductions shall be no more than 10% of the total CPL fees. Final total of Leads must be provided to Everyday Health no later than three (3) business days following the previous month of service. Advertiser shall not sell or otherwise provide Leads to any third party, including its Affiliates, other than as expressly agreed to in writing by Everyday Health. Advertiser shall not use Leads (either alone or in combination with other data) to individually identify or target any users for programmatic advertising purposes, or for any other purpose not expressly intended by the parties hereunder. Advertiser shall ensure any Lead Generation form, services or activities provided by Advertiser hereunder comply with all applicable laws, rules and regulations, including but not limited to applicable data privacy and security laws, the Telephone Consumer Protection Act of 1991, and the Junk Fax Prevention Act.

Neither Advertiser nor any third party working on behalf of Advertiser shall: (i) collect any personally identifiable information from Everyday Health's properties or combine any data collected from Everyday Health's properties with any personally identifiable information; (ii) use behavior or click-stream data without Everyday Health's prior written consent; (iii) disclose any data derived from the use of tracking pixels, cookies or any similar technology to any third party; or (iv) use pixels, cookies or any other method to retarget users of the Everyday Health properties or to conduct any type of studies or analysis of the Everyday Health properties or users.

EUROPEAN DATA. In the event any of the Leads provided by Everyday Health pursuant to this Insertion Order are located in the EU, the parties agree to all terms of the Data Processing Addendum available at <https://www.everydayhealthgroup.com/data-processing-addendum>, which terms are incorporated herein by reference and made part of the Insertion Order. To the extent there are conflicts between the terms of the Data Processing Addendum and the Insertion Order, the terms of the Data Processing Addendum shall prevail.

E-mail and Special Report impressions are based on sends not impressions/opens.
Advertiser/Agency may reschedule e-mail drop dates with no penalty, provided they provide notice at least 14 days before the scheduled drop date. Otherwise, a penalty will be incurred per the following: (i) if rescheduled 7-13 days before scheduled drop date – 33% penalty (Everyday Health will reschedule and send to 66% of names) or (ii) if rescheduled 2-6 days before scheduled drop date - 66% penalty (Everyday Health will reschedule and send to 34% of names). No changes can be made to email drop date or creative two (2) business days prior to scheduled drop date. Advertiser/Agency shall be liable for the full cost of the drop.
The base cost of the Advertorial e-mail includes two (2) rounds of revisions per individual creative. Each additional revision is \$500 per creative

Notwithstanding anything herein to the contrary, Advertiser/Agency acknowledge that no grant of ownership or license shall be given to Advertiser/Agency with respect to any of Everyday Health’s copyrights, trademarks, logos, brands, slogans or materials produced or created by Everyday Health pursuant to this IO (the “Everyday Health Materials”). Everyday Health owns all rights, title and interest in and to the Everyday Health Materials, and nothing in this IO or any other terms and conditions shall confer on Advertiser/Agency any right of ownership or license in the foregoing. Flat fees provided by Media Company are estimates, only. All flat fee line items shall be billed ratable by day for that specific placement. No additional services shall be provided by Media Company if the estimated impression goal is missed. Monthly summaries are estimates. Billing is based on actual monthly delivery.

Everyday Health Media, LLC

Agency or Advertiser

Billing Information