

Instacart ads additional terms

Last updated: December 2022

Additional Terms to the Order Form (as applicable):

The following additional terms shall apply as applicable to the Campaigns set forth in the Order Form.

Applicable terms for all Campaign:

- **Fees; Invoicing:** Company shall pay Instacart the Fee set forth in the Order Form. Instacart will invoice Company monthly and Instacart shall invoice Company in accordance with the terms of the Agreement. Notwithstanding anything to the contrary stated in the Agreement, Instacart shall not adjust invoices retroactively if Instacart, in its sole discretion, finds an inaccuracy in the billing amount of +/- 1% of the initial invoiced amount.
- **Promotional Materials:** Company shall provide Campaign Promotional Materials to Instacart two weeks prior to the Campaign Start Date and agrees to provide Instacart new or updated Promotional Materials every 2 weeks for longer term Campaigns.
- **Testing:** Company acknowledges that during Instacart's provision of the Services, in the ordinary course of business, Instacart runs experiments and tests on the Instacart Platform, including regarding the placement of a promotional offer.

Storefront Banner:

- **Services:** In exchange for the flat fee set forth as the "Budget" in the Order Form, Instacart will promote Company's products as set forth in the Order Form as Storefront Banners will run across all retailer storefronts on the Instacart Platform where such Product(s) are sold, to the selected audience as set forth by Instacart in its sole discretion, and where Instacart is permitted to place the Storefront Banner from the Campaign Start Date to the Campaign End Date.

Email:

- **Services:** In exchange for the flat fee set forth as the "Budget" in the Order Form, Instacart will include a product placement promoting the Company's Product(s) (each, a "Product Placement") in one (1) email to customers of the Instacart Platform that receive Instacart promotional emails, as determined by Instacart. Instacart will determine the size, placement, and positioning of the Product Placement and the content of the email in which the Product Placement will appear. The Product Placement campaign will be a one time email sent on the Campaign Start Date.
- Instacart will also provide the Company certain reporting information providing campaign data, such as click through rate and open rate following the conclusion of the Campaign.

Free Samples:

- **Services:** Beginning on the Campaign Start Date and ending on the Campaign End Date, Instacart will display the Product(s) designated by Company for the promotion (the "Free Sample") and make available for redemption by End Users one (1) Free Sample with the End User's order.
- **Company Obligations:** Company shall provide Instacart with the applicable product information (e.g., product names, SKU numbers) for the Free Sample.
- **Additional Fee Details:** The Redemption Fee shall be the promotional value of the Free Sample Product passed to the End User. The Instacart Fee is the amount retained by Instacart. Company shall pay Instacart the Redemption Fee and the Instacart Fee for each promotion redemption. A Free Sample promotion shall be deemed to have been redeemed at the time an End User submits

an order on the Instacart Platform, provided that the qualifying Product(s) are in-stock and fulfilled in the final delivery.

Delivery Promotion:

- **Services:** Instacart will promote Company's Product(s) nationally in all current markets in which the Instacart Platform is operating. Instacart may, but is not obligated to, promote the Product(s) using any or all of the following methods: (i) email Instacart End Users, (ii) featuring Products on the Instacart Platform, (iii) promotional landing page displaying eligible products for promotion, or (iv) messaging in-cart, upon check-out, or on receipt. The Campaign will run from the Campaign Start Date to the earlier of the Campaign End Date or Budget exhaustion.
- **Additional Fee Details:** The Redemption Fee shall be the promotional value passed to the End User. The Instacart Fee is the amount retained by Instacart. Company shall pay Instacart the Redemption Fee and the Instacart Fee for each promotion redemption. A delivery promotion is deemed redeemed each time a qualified Instacart customer order includes a minimum spend of the Company's Product(s) and the End User's total order size from a single retailer is greater than or equal to \$35. For Instacart customers not qualifying for free delivery (e.g. Instacart Express customers or first time customers), the Company will pay the same Redemption Fee (as set forth in the Order Form) in addition to the Instacart Fee. For purposes of the Order Form, both (i) minimum spend of a Company's Product(s) and (ii) total order size will be determined at the time an End User places an order on the Instacart Platform.

Promotional Campaigns:

- **Services:** Beginning on the Campaign Start Date and ending on the earlier of the Campaign End Date or Budget exhaustion, Instacart will display and make available for redemption by End Users one the of the below promotions (each a "Promotion", together "Promotions") through the Instacart Platform and display the Promotional Materials provided by Company for the applicable promotional Campaign:
 - (1) Coupons - coupons for the purchase of unit(s) of Products for standard coupons and/or purchase of group(s) of Products for multi-unit coupons set forth above at the discounted price (each a "Coupon Campaign") on the Instacart Platform.
 - (2) Stock Up & Save - promotional offer where End User receives a discount on the purchase of Products or groups of Products based on achieving an applicable spend threshold ("S&S Campaign") on the Instacart Platform.
- **Additional Fee Details:** The Redemption Fee shall be the value of each Promotion that is passed to the End User. The Instacart Fee is the amount retained by Instacart. Company shall pay Instacart the Redemption Fee and the Instacart Fee for each Promotion redemption. A Promotion shall be deemed to have been redeemed at the time an End User submits an order on the Instacart Platform, provided that the qualifying Product(s) are in-stock and fulfilled in the final delivery. Company understands and agrees that redemptions by End Users under this Campaign may be made up to two weeks following the Campaign End Date.