

TABOOLA (HONG KONG) LIMITED
DIGITAL PROPERTY SERVICES AGREEMENT TERMS AND CONDITIONS

1. **Grant of Rights:**

- a. Taboola grants Company a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, royalty-free right during the Term to access and use (a) the Platform (including Recommendations) and any associated APIs, code, or software (including any updates and enhancements) on the Properties as described above and as mutually agreed between the Parties, and (b) Taboola's proprietary analytics and management dashboard (the "Analytics Dashboard") solely for purposes of tracking performance of the Platform and reviewing the analytics associated with the Properties. For clarity, during the Term, Company shall have the right to use, to the extent made available at scale to other digital properties, the code for Taboola Read More ("Taboola Read More"), which truncates the Property article and replaces the removed text with a "Read More" button and the Platform implemented directly below, until a user clicks on the "Read More" button, which will cause the article to expand and the Platform to appear directly below the end of the full article. During the Term, Taboola may also offer Company the right to use certain experimental features that are made available on a test basis ("Beta Features"), which Taboola may modify or remove at any time. Taboola may modify any feature, for reasons that it believes, in its sole discretion, are necessary to comply with any applicable law, self-regulatory rule or principle, or consumer disclosure standard or best practice.
- b. In addition, during the Term, where applicable, Taboola hereby grants Company a non-exclusive, non-transferable, non-sublicensable, limited, and revocable right to copy and use the SDK (including any related documentation as may be updated by Taboola from time to time) with mobile application Properties, solely to serve Recommendations as set forth herein and in a manner that complies with the technical and implementation requirements as informed by Taboola from time to time. If Taboola makes available any upgrades, patches, enhancements, or fixes for the SDK ("Updates"), such Updates will become part of the SDK. Taboola shall provide Company with written notice of any such Updates (email shall be sufficient), and Company shall implement the Updates within fourteen (14) days of its release. Company shall not (a) copy, modify, or adapt the SDK or any technology therein, or (b) rent, lease, sublicense, sell, assign, loan, or otherwise transfer the SDK or any technology therein. Taboola may permanently or temporarily stop providing any features within the SDK, or support the SDK, at Taboola's sole discretion.
- c. Company grants Taboola the right during the Term to (i) place the Platform and Taboola Sponsored Content (and any associated APIs, code, software, or cookies involved in providing the Services) on the Properties, and to crawl the Properties (either directly or through a third party) and to interact with the Platform for the purposes of developing, optimizing, and serving Recommendations through the Services; (ii) track and analyse the performance of the Services (either directly or through a third party); (iii) conduct tests on how Visitors interact with the Properties or Recommendations to facilitate maintenance and optimization of the Services; (iv) drive traffic to the Properties by including Company in "Taboola News" pursuant to the terms set forth under Appendix A; and (v) purchase programmatic demand on Company's behalf to provide the Services. Taboola may use Company's name and logo when referring to Taboola's customers in Taboola marketing materials.
- d. To the extent that the Parties agree, at any time during the Term, that Taboola will integrate Company Licensed Content into the Feed, Company grants Taboola the right to either (i) load the Company Licensed Content code (e.g., JavaScript or HTML code); (ii) move the Company Licensed Content into the Feed; or (iii) build the Feed around or on top of the Company Licensed Content (e.g., a wrapper). In addition, as it relates to the container or unit that holds the Company Licensed Content, Company grants Taboola the right to (w) move its location; (x)

reduce the size or hide it entirely; (y) add a scroll bar; and (z) add a "Show More" button with an attribution to Taboola.

- e. **Ownership.** As between the Parties, Taboola owns all rights in and to the Services and Taboola's Confidential Information (as defined below), and Company owns all rights in and to the Properties, the Company Content, and Company's Confidential Information. Company is not required to provide any feedback or suggestions to Taboola. To the extent Company does provide any such feedback or suggestions, Company hereby grants to Taboola and its affiliates a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right, and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit all such feedback and suggestions without restriction. As between the Parties, each Party owns all data that such Party collects. As to Taboola, such data may include, without limitation: information collected from Visitors when viewing Recommendations (such as web or app behaviour, browser information, or cookie data that may be read or deployed by Taboola); IP addresses; hashed email addresses (if made available); and mobile device information, IDFAs, and Android Ad IDs (as applicable). The foregoing shall further include any reports created, compiled, analysed, or derived by a Party with respect to such viewing. Taboola's data collection practices are reflected in its [privacy policy](#), which Taboola recommends that Company review from time to time.

2. **Platform Terms of Use:**

- a. Throughout the Term, Company agrees (i) to implement the Platform via JavaScript integration on the Properties, and (ii) the Platform will be, at a minimum, displayed on all pages of the Properties and maintained in the same location and alongside the same page elements, as mutually agreed between the Parties.
- b. Company will include a clear and conspicuous advertising disclosure along with a hyperlinked attribution to Taboola in a form that has either been provided by Taboola or approved by Taboola.
- c. Company will not implement the Platform on any Properties that contain, or publish in any publication connected to the Properties, any material or content that is, or that may reasonably be considered: illegal, unlawful, or infringing under any applicable laws (including, without limitation, content that infringes a third-party copyright, trademark, patent, or trade secret), in violation of relevant economic sanctions or trade restrictions, pornographic, profane, promotional of drugs and drug paraphernalia (including, but not limited to, recreational and prescription drugs), gambling-related (unless legal in the location offered), fake or deceptive, libelous, defamatory, invasive to privacy, violent, threatening, promotional of known violent organizations or, promotional of criminal activity, discriminatory (racially, ethnically, or otherwise), in breach of confidence or any other right of any third party, or lacking in necessary authorizations, approvals, consents, or licenses. Nor will Company implement the Platform on any Properties containing, or publish in any publication connected to the Properties, content designed to promote hatred of any societal group based on, but not limited to, ethnicity, race, religion, sexual orientation, gender or trans-gender status, or designed to harass, offend, shock, or cause or promote harm to any individual (including, without limitation, by promoting "doxing"). Taboola reserves the right to remove the Services from the Properties if Taboola deems, in its sole discretion, that Company has violated the foregoing.
- d. The Platform will not be used on Properties that are directed to Visitors under the age of eighteen (18), Company will not permit Taboola to collect information from a device or browser in the possession of a Visitor under the age of eighteen (18), and Company will not enable the provision of any information to Taboola from a user that Company knows (such as through use

of an age-gating feature) has identified himself/herself as being under the age of eighteen (18).

- e. Company shall not (i) reverse engineer, decompile, or disassemble the Services (including, without limitation, any SDK Technology); (ii) copy, modify, or adapt the Services; (iii) modify, change, edit, amend, truncate, alter, override, bypass, or reorder any aspect of the Services; (iv) place the Platform in an iFrame or in a container; (v) add its own code to the Platform; (vi) rent, lease, sublicense, sell, assign, loan, or otherwise transfer the Services; (vii) use the Services in a manner that threatens the integrity, performance, or availability of the Services; (viii) redirect, block, or impede Visitors' engagement with the Services once they click on a Recommendation; (viii) redirect, block, or impede Visitors' engagement with the Services once they click on a Recommendation; or (ix) minimize, remove, cover or otherwise inhibit the full and complete display of the Platform.
- f. Company shall not copy, crawl, index, cache, or store any information derived by the Services.
- g. Company shall not attempt to access or use the Services in an unauthorised manner, including, without limitation, any attempt to gain access to the accounts of other Taboola customers or to extract data from the Analytics Dashboard for commercial purposes.
- h. Upon Taboola's approval in writing (email shall be sufficient), Company shall be permitted to use a third party (a "Vendor") solely to implement and manage use of the Platform on Company's Properties as permitted in this Agreement, provided that (a) Company shall remain liable to Taboola under the terms of the Agreement, including for Vendor's actions, and (b) Vendor is under confidentiality obligations at least as restrictive as the one hereunder, and, upon Taboola's request, Company must provide a copy of any such confidentiality agreement. In addition, Company shall not permit Vendor's to (i) use any of the information provided by Company for purposes other than those described hereunder (ii) to mediate Taboola Sponsored Content or (iii) intervene with the Platform or Platform UI in any way. Company shall remain fully liable for any unauthorized use or misconduct by Vendor.
- i. Company shall not generate clicks on Recommendations or generate Recommendation Pageviews (as defined below) through any automated, deceptive, fraudulent, invalid, incentivized, or other means that are designed to generate clicks or Recommendation Pageviews that are not the willing actions of Visitors who possess an independent, genuine desire to engage with the content that appears on the Properties.
- j. Company will not engage in any action or practice that disparages or devalues Taboola, its affiliates, or the Services.
- k. Company shall not use or authorize the use of the Services on any website or mobile application that is not listed as a Property herein, except as expressly permitted in writing by Taboola (email shall be sufficient). In the event that Company does so, Taboola may, in its discretion, deny or recoup any payments as to any such non-authorized website or mobile application and/or terminate this Agreement.
- l. Company will declare Taboola as an authorized seller and Taboola's demand partners as authorized resellers of Company's advertising inventory by adding Taboola's designated ads.txt code ("Taboola Ads.txt Code") to the ads.txt file on Company's root domain. The Taboola Ads.txt Code will be provided to Company upon implementation of the Platform. Taboola reserves the right to require the update of the Taboola Ads.txt Code on the Properties from time to time and Company agrees to reasonably comply with any such request by Taboola.
- m. Company shall uphold best transparency practices by ensuring that each of its Properties contains meaningful and accurate contact information (including, but not limited to, Company's

legal entity name, mailing address, and working phone number and email address) in either a footer or relevant contact page so that Visitors may contact Company directly about Company Content.

- n. Upon termination, it shall be Company's obligation to remove any pixels, tags, or scripts provided by Taboola. Taboola shall have no Liability (as defined below) related to or arising out of Company's failure to do so. To the extent that Company continues to display the Platform beyond the Term of this Agreement, Company will be compensated at 50% of the Adjusted Gross Revenue.

3. **Compensation:**

- a. For each month of the Term, Company shall receive the Compensation set forth in Section IV above, provided that it is not in breach of this Agreement as of the date that payment is due, as set forth in Paragraph 3(b) hereof. For avoidance of doubt, upon Company's breach of this Agreement, it shall not be entitled to receive any Compensation from Taboola, including for any revenue that may have been generated prior to the date of the breach but may not yet have been remitted to Company as of the date of the breach. Company shall not be compensated for any unauthorised implementation of the Platform, for any implementation of the Platform that makes it impossible to click or track clicks, or for any fraudulent or invalid clicks, traffic, or Recommendation Pageviews (as defined below). Traffic shall be deemed fraudulent or invalid if (i) it does not convert above a certain threshold as determined by Taboola in its sole discretion; (ii) Company's Properties result in low post-click performance; or (iii) the Recommendation Pageviews are the result of transfers or referrals of Visitors by a third-party traffic source and result in a monthly click-through rate that is less than fifty percent (50%) of the click-through rate experienced by the remainder of the Recommendation Pageviews that occurred on the Properties during the same month.
- b. All payments shall be remitted to Company in the currency set forth in Section I above within forty-five (45) days after the end of the calendar month in which that revenue was generated, provided that Company has registered and continues to be registered with Taboola's payment services company, Payoneer. Notwithstanding anything to the contrary herein, Company agrees that Taboola may, without prejudice to any other rights it may have, offset any Liability (as defined below) owed by Company to Taboola under this Agreement, or any other agreement, with any Liability owed by Taboola to Company. For purposes of clarity, all payments shall be made in the currency of England, unless otherwise agreed to in a separate writing between the parties. Any relevant conversion rates shall be determined on the last day of each month, as quoted by Morningstar, at www.morningstar.com. Any objection to any invoice shall be stated in writing to Taboola within ten (10) days of receipt of the invoice, otherwise Company waives such objections and such invoice will be deemed final, not subject to dispute, and accepted by Company. Company is responsible for providing accurate payment information, including, but not limited to, the correct entity name. Once Taboola releases payment in accordance with the payment information provided by Company, Taboola is relieved of its payment obligations.
- c. **Forfeiture of Payment.** To ensure proper payment, Company is solely responsible for providing and maintaining accurate contact and payment information associated with Company's account. Failure to comply shall result in delay or forfeiture of Company's due payment, as follows: Company shall forfeit payment after three consecutive unsuccessful payment attempts to Company's given bank account.
- d. **Taxes.** Each Party will be responsible for paying its own taxes. For clarity, Taboola will not be liable for the payment hereunder of any amount beyond the Compensation set forth above.
- e. **Definitions.** *Recommendation Pageviews:* Each unique time the Platform is rendered on a Property article page as

mutually agreed between the Parties, as determined by Taboola and reported on the Analytics Dashboard, and shall not include any pageviews that are not human-initiated. *Adjusted Gross Revenue*: All net advertising fees paid by Advertisers to Taboola for placements of Taboola Sponsored Content on the Properties, and applicable taxes thereon ("Gross Revenue"), minus processing fees of twenty percent (20%) of Gross Revenue, which is assessed to reimburse Taboola for various operational costs, including without limitation, credit card processing fees, collection costs and defaults, serving costs, charge-backs, and reversals to Advertisers. *Desktop*: Stationary computing equipment and portable, hinged laptop devices that have a keyboard (e.g., tower or mini tower case devices, laptops, or notebook computers). *Mobile*: Portable, handheld computing devices with a screen diagonal measurement of up to six (6) inches, normally including a phone and/or camera capability (e.g., Apple iPhone or Android phone computing devices). *Tablet*: Portable, handheld, flat-screened, non-hinged devices with a diagonal screen measurement of greater than six (6) inches (e.g., iPad, iPad mini, Samsung Galaxy tablets, and Microsoft Surface). *Mobile Optimized*: A website page that is designed differently than Desktop pages for optimal viewing on Mobile devices. *App*: A Company's iOS, Android, or Windows computer program that is designed to run on Mobile or Tablet devices. The final definitions of Desktop, Mobile, Tablet, Mobile Optimized, and App will be determined by the user agent device ID, which is recognized and tabulated uniformly by the Analytics Dashboard for all Taboola clients. Company acknowledges that any analytics provided in the Analytics Dashboard are estimates and will only be finalized fourteen (14) days after the conclusion of any calendar month.

4. **Exclusivity**: Taboola will be Company's exclusive Services provider during the Term. Accordingly, Company will not engage any third party, including, without limitation, any of Taboola's competitors or their affiliates (including, without limitation, AdBlade, Connatix, ContentAd, ContentClick, Crowdignite, Dable, Dianomi, Digiteka, Distroscale, Earnify, EngageYa, Facebook Audience Network, Giraff.io, Google Content Recommendations (including Google Traffic Multiplex), Inform, Kargo, Ligatus, MGID, Microsoft Audience Network, Nativo, OpenWeb, Outbrain, Phoenix, Plista, Polar, PopIn, Postsquare, RevContent, Sharethrough, Teads, Tout, TripleLift, VDO.AI, Verizon Media Group (including Verizon Media Native, and any of its subsidiaries, brands, or affiliated companies), Virool, Vuble, Yengo, YieldMo, ZergNet, and Zinc by Zedo) to make Recommendations, play video advertisements, or provide a content recommendation service that is similar to the Services on any properties owned or operated by Company, including, without limitation, the Properties. In addition, Company will not use any services provided by Outbrain (or its parent or any of its subsidiaries or affiliates), directly or indirectly, at any time during the Term (except that Company shall be permitted to buy traffic from Outbrain). It is understood and agreed that the Company shall be deemed to be in breach of the foregoing exclusivity clause should it keep the Service on the Properties but divert all of its traffic to a new website. Company acknowledges that the restrictions set forth in this Paragraph 4 are essential to Taboola's business and that any breach of the foregoing exclusivity provision will cause irreparable harm and significant injury to Taboola for which money damages will be inadequate. Accordingly, in addition to any other rights or remedies Taboola may have, Taboola shall have the right to obtain an immediate injunction to enjoin any breach or threatened breach of this provision of this Agreement, without having to post a bond or other security, and, where it is a prevailing Party, shall be entitled to receive its reasonable attorneys' fees. Company further agrees that in the event of a breach of the foregoing exclusivity clause, Company shall pay to Taboola, as liquidated damages and not a penalty, an amount equal to: (i) Taboola's average monthly Adjusted Gross Revenue realized from Company for the Properties to which the breach applied for the immediately preceding three (3) months (or less if the breach occurred earlier than three months into the Term) times (ii) the number of months remaining in the then-current Term, it being agreed that actual damages in each such circumstance will be uncertain and difficult to measure, and that the amount provided is a reasonable measure.

5. **Privacy and Data Protection**:

- a. **Privacy**. The Parties agree that the Taboola Publisher Privacy Terms located at [https://www.taboola.com/policies/privacy-](https://www.taboola.com/policies/privacy-terms-for-publishers)

[terms-for-publishers](https://www.taboola.com/policies/privacy-terms-for-publishers), and as updated from time to time (the "Publisher Privacy Terms"), are incorporated by reference into this Agreement.

6. **Representations and Warranties**:

- a. **Company Representations**. Company further represents and warrants that (i) it either owns and operates the Properties or otherwise has the full right and authority to grant the rights granted hereunder; (ii) the Company Content is either owned by Company or properly licensed; (iii) the Properties, the Company Content, and Taboola's use of the Properties or the Company Content will not infringe upon the rights of any third party; (iv) as it relates to the Company Licensed Content, it has the full right and authority to grant the rights granted herein and such grant does not violate the terms of any agreements it has with any third party; (v) it is not subject to nor owned or controlled by any person that is subject to sanctions or export control restrictions imposed pursuant to the laws of the United States, Israel, or any other jurisdiction whose laws are applicable to the performance of this Agreement; (vi) it will comply with all applicable laws and regulations in its performance of this Agreement, including with respect to the use of the Services, and including but not limited to economic sanctions and export control laws and regulations of the United States, Israel, and, as applicable, other jurisdictions; and (vii) it will not take any action that could result in economic sanctions or other trade control restrictions or penalties being imposed on Taboola. Company shall ensure that each of its mobile applications included as Properties complies with any applicable Apple/iOS and Android rules, guidelines, or requirements and any agreements into which Company has entered with such platform entities. Company shall further ensure that any signal or flag indicating that an end user has opted its mobile ad identifier out of cross-app or interest-based advertising (e.g., an "LMT=1" signal) is communicated to Taboola (except where such identifier is either not delivered to Taboola or obfuscated, in which case such obligation shall not apply).

- b. **Taboola Representations and Disclaimers**. Taboola warrants that it will undertake its obligations hereunder with reasonable care and skill. The foregoing warranty is the sole and exclusive warranty made by Taboola. Save for the foregoing, all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law. Taboola also disclaims reliance by Company on any representation other than in this agreement, whether the representation is oral or written, concerning or relating to (1) the quality, performance, or rate of success of the Platform or Service, (2) Company's Compensation, including guaranteed amounts of compensation, Adjusted Gross Revenue or RPM, or (3) Company's obligation to make Taboola its exclusive provider of the Service during the Term. All Beta Features are provided on an "as is" basis, without any representations, warranties, covenants, or obligations of any kind. Any use by Company of Beta Features is solely at Company's own risk.

7. **Relationship of the Parties**: Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or any other relationship between Company and Taboola. Except as otherwise specifically set forth herein, neither Party will (i) represent itself to be a partner, employee, representative, or agent of the other Party; or (ii) enter into any agreement on the other Party's behalf, in the other Party's name, or otherwise bind the other Party to any agreement or obligation.

8. **Indemnification**:

- a. Except for that which Company indemnifies Taboola, Taboola shall indemnify, defend, save and hold harmless Company and its parent, subsidiaries, and affiliates, and its and their representatives, officers, directors, agents, and employees, from and against any and all third-party claims, damages, fines, penalties, awards, judgments, and liabilities (including reasonable outside attorneys' fees and costs) (collectively, the "Losses") resulting from, arising out of, or related to: (i) Taboola's breach or alleged breach of any of Taboola's representations or warranties set forth in Paragraph 6.b; or (ii) a claim that the

Platform violates a third party trademark, trade secret, copyright, or privacy right, except to the extent that such claim arises solely due to the combination of the Platform with the Company Content or a Property. If the Platform or Services are held in a suit or proceeding to infringe any intellectual property rights of a third party, and the use of such Platform or Services is enjoined, or Taboola reasonably believes that it is likely to be found to infringe or likely to be enjoined, then Taboola may, at its sole cost, expense, and option either (a) procure the right to continue using such Platform or Services, or (b) modify such Platform or Services so that it becomes non-infringing without affecting the basic functionality of such Platform or Services; provided, however, that if (a) and (b) are not practicable, Taboola may, in its sole discretion, terminate this Agreement with respect to such Platform or Services by giving Company thirty (30) days written notice (email shall be sufficient). Taboola's obligations as stated in this Paragraph 8.a are Company's sole remedy and Taboola's sole Liability (as defined below) arising out of or relating to infringement claims.

- b. Company shall indemnify, defend, save and hold harmless Taboola and its parent, subsidiaries, and affiliates, and its and their representatives, officers, directors, agents, and employees, from and against all Losses resulting from, arising out of, or related to (i) Company's breach or alleged breach of any of Company's representations, warranties, or agreements herein; (ii) a claim that the Properties or any of its content or the Company Content violates a third-party trademark, trade secret, copyright, patent, or privacy right, or any applicable laws or rules; or (iii) a claim that Company did not comply with its Privacy Policy.
- c. The Parties agree that in claiming any indemnification hereunder, the Party claiming indemnification (the "Claimant") shall (i) promptly notify the other Party in writing of the claim; (ii) grant the indemnifying Party sole control of the defence (except that the Claimant may, at its own expense, assist in the defence); and (iii) provide the indemnifying Party, at the indemnifying Party's expense, with all assistance, information, and authority reasonably required for the defence of the claim. In no event shall the indemnifying Party enter into any settlement or agree to any disposition of the indemnified claim(s) without the prior written consent of the Claimant.

9. **Limitation and Exclusion of Liability:**

- a. This Paragraph 9 of these Terms and Conditions prevails over all of this Agreement and sets out the entire Liability (as defined in Paragraph 9.g below) of Taboola, and the sole and exclusive remedies of Company, in respect of: (i) performance, non-performance, purported performance, delay in performance, or mis-performance of this Agreement, the Service, or of any services in connection with this Agreement; or (ii) otherwise in relation to this Agreement or entering into this Agreement.
- b. Neither Party shall exclude or limit its Liability for: (i) its fraud; or (ii) death or personal injury caused by its Breach of Duty (as defined in Paragraph 9.g below); or (iii) any other Liability which cannot be excluded or limited by applicable law.
- c. Subject to Paragraph 9.b above, neither Party shall accept and hereby excludes any Liability for Breach of Duty other than any Liability arising pursuant to the terms of this Agreement.
- d. Subject to Paragraph 9.b above, Taboola shall have no Liability in respect of any: (i) indirect or consequential losses, damages, costs or expenses; (ii) loss of actual or anticipated profits; (iii) loss of contracts; (iv) loss of use of money; (v) loss of anticipated savings; (vi) loss of revenue; (vii) loss of goodwill; (viii) loss of reputation; (ix) ex gratia payments; (x) loss of business; (xi) loss of operation time; (xii) loss of opportunity; (xiii) loss of, damage to or corruption of, data; and in respect of each preceding case, whether or not such losses were reasonably foreseeable or that Party or its agents had been advised of the possibility of the other Party incurring such losses; (xiv) connection with Company's failure to provide notices to, or obtain consents from, its end users regarding its data collection and privacy notice practices or the

services described herein which are required by applicable law; or (xiv) connection with Company's collection, use or disclosure of data as contemplated in this Agreement. Company hereby agrees that (ii) to (xiv) above apply whether such losses are direct, indirect, or consequential.

- e. Subject to Paragraph 9.b above, the total aggregate Liability of Taboola in respect of a claim under or in connection with this Agreement or the Service shall be limited to the greater of: (i) £10,000 or (ii) 110% of the total sums paid and total other sums payable, in aggregate, by Taboola to Company under this Agreement in the six (6) month period preceding the last of the events giving rise to that claim.
- f. The limitation of Liability under Paragraph 9.e above has effect in relation both to any Liability expressly provided for under this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.
- g. In this Paragraph 9 of these Terms and Conditions: (i) "Liability" means liability in or for breach of contract, Breach of Duty, misrepresentation, restitution, or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including, without limitation, liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and for the purposes of this definition, all references to "this Agreement" shall be deemed to include any collateral contract); and (ii) "Breach of Duty" means the breach of any obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract.
10. **Confidentiality:** During the Term, either Party may receive (the "Receiving Party") certain information and materials concerning the other Party's business, technology, customers, and products that are confidential and of substantial value to the other Party (the "Disclosing Party"). The Receiving Party will not use or disclose to any third party the Disclosing Party's Confidential Information (as defined below) except as necessary for the performance of this Agreement or for enforcement of its terms in the event of a breach; the Receiving Party may make such disclosure only to those individuals who are bound by confidentiality obligations at least as restrictive as those set forth herein (provided that the Receiving Party hereby agrees that it shall be responsible for any violation of the terms of this Agreement by such third parties). The Receiving Party will protect and preserve the Confidential Information as confidential, using no less care than it protects and preserves its own confidential and proprietary information (but in no event less than a reasonable degree of care), and shall not use the Confidential Information for any purpose except as necessary to carry out its obligations under this Agreement. The foregoing obligations will not restrict the Receiving Party from disclosing Confidential Information of the Disclosing Party (a) pursuant to a court order from a court of competent jurisdiction, an administrative agency, or other governmental body, provided that the Receiving Party, to the extent permitted by law, gives reasonable prior written notice to the Disclosing Party so that it may contest such order and, in the event that disclosure is required, only discloses the portion of Confidential Information that its legal counsel advises is legally required; (b) pursuant to a regulatory investigation or enforcement or in response to any governmental agency request; or (c) to any existing or potential investors, acquirers and financiers as part of a due diligence process. The foregoing shall also not restrict Taboola from disclosing Company's contact information in response to any claim that the Properties or the Company Content infringes upon, violates, or misappropriates any third party Intellectual Property Rights. The "Confidential Information" consists of (a) any technical information or plans concerning the Services, the Platform, or any software or other technology of Taboola or the Properties; (b) any financial information of the Company; (c) other information disclosed by the Disclosing Party to the Receiving Party that is marked as confidential or should reasonably be assumed to be confidential under the circumstances; and (d) the content of this Agreement. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of or breach of the Receiving Party; (ii) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the

Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) is rightfully obtained by the Receiving Party from a third party that has no duty of Confidentiality to the Disclosing Party.

11. **Choice of Law:** Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in the English language. If either Party hereto breaches any of the terms of this Agreement, the non-breaching Party shall be entitled to recover from the breaching Party any reasonable legal fees, costs, and expenses incurred to enforce this Agreement against the breaching Party.
12. **Assignment:** The rights and obligations of each Party hereunder shall inure to the benefit of the respective successors and assigns of the Parties hereto, provided that, except as expressly provided herein, this Agreement and any rights or obligations hereunder shall not be assigned or delegated (or charged or otherwise encumbered or a trust created in respect of it or them or otherwise transferred or dealt with) without the prior written consent of the other Party (which shall not be unreasonably withheld), except that: (a) either Party may assign this Agreement to an acquirer of all or substantially all of such Party's business, whether directly or indirectly by merger, share purchase, asset acquisition, operation of law, or otherwise, without the other Party's prior written consent; and (b) Taboola may assign this Agreement, without Company's consent, to its parent company or any of its affiliates or subsidiaries. Further, in the event that a portion or all of Company's business is sold or transferred (whether directly or indirectly, by merger, share purchase, asset acquisition, operation of law, or otherwise), concurrently with such sale or transfer, Company shall require any purchaser or transferee of all or such any portion of its business that will own a Property to agree to be bound by Company's rights and obligations under this Agreement in their entirety with respect to such business or portion thereof.
13. **Taboola's Provision of Services:** Company acknowledges that Taboola's parent company, Taboola.com Ltd., owns all intellectual property rights in and to the Platform and the Services, and that Taboola is just an authorised reseller and distributor of the Platform and the Services. Accordingly, Company understands and agrees that Taboola.com Ltd. will provide the Platform to Taboola for purposes of licensing and distribution by Taboola in the provision of its Services, and will perform certain other backend services on behalf of Taboola. Company hereby consents to Taboola's delegation of the performance of some of the Services hereunder to Taboola.com Ltd., subject to Taboola remaining liable for the complete and correct discharge of all its responsibilities hereunder.
14. **Publicity:** Taboola shall have the right to issue a press release announcing its relationship with Company.
15. **Force Majeure:** Neither Party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labour disputes, strikes, any prohibition, admonishment, encouragement or restriction by any government or other legal authority that affects this Agreement and is not in force on the date of this Agreement, lockouts, failures of the Internet, shortages of or inability to obtain energy, raw materials, or supplies, pandemics, war, terrorism, riot, or acts of God.
16. **Entire Agreement:** This Agreement constitutes the complete and exclusive understanding and agreement between the Parties regarding the subject matter herein, and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Each Party acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this Agreement shall operate to limit or exclude any Liability for fraud or for representations as to fundamental matters.
17. **Miscellaneous:** The failure of either Party to enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver of that Party's right. Taboola may waive, modify, or amend any provision of this Agreement from time to time at its sole discretion. Should any section or part of a section within this Agreement be rendered void or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the Parties with the same effect as though the void or unenforceable part had been severed and deleted. Paragraphs 1.e, 8-11, 16 and 17 of these Terms and Conditions shall survive the termination of this Agreement. No person who is not a Party to this Agreement shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any Party to this Agreement its assent to any such term. Accordingly, there are no third party beneficiaries of this Agreement who obtain any rights hereunder. Each Party agrees that this Agreement may be executed by electronic signature. Electronic execution of this Agreement by a Party is intended to authenticate this writing and have the same force and effect as a manual signature. Neither Party may challenge the authenticity or validity of this Agreement on the basis that it was signed electronically.

APPENDIX A

1. **Taboola News.** Taboola partners with digital properties and mobile device manufacturers globally to implement on their digital properties and mobile devices a news feed powered by Taboola (the "Taboola News Product"). The Taboola News Product contains article headlines, short texts in combination with images, and videos that enable Taboola publishers to make their content accessible to and reach a larger audience (i.e. increasing traffic and exposure to the Properties). The content is sourced from publishers that are part of the Taboola network and other third parties, and may be supplemented with Taboola Sponsored Content. The Taboola News Product can be structured as a scrolling feed of Content Cards or as a wallpaper, and displays (a) an article headline and an image that is either provided by a third party or that the Company itself has selected for the respective article headline, and/or (b) a video sourced from the Properties or Company's social media channels (e.g. YouTube, Instagram, TikTok). If the Visitor clicks on a single piece of Company sourced content, the Visitor is either (x) redirected directly to the Property, or (y) redirected to a web page controlled by Taboola displaying (i) a preview of the article, where the first sentences of the article are displayed (again in combination with an image) or a summary of the article generated by automated solutions is displayed, or (ii) a video unit; and where from the Visitor can in both cases click through or out to the Property.

2. **Licence.** For the purpose described in this Agreement and for the Term of this Agreement, Company grants Taboola the non-exclusive, worldwide (a) right to use any content from the Properties and (b) authorization to access and extract any content from Company's social media channels (including texts, images, videos, and music), in both (a) and (b) for the purpose described hereunder, in particular the right to crawl, download, store, reproduce, publish, digitize, make publicly available as well as the right to edit (e.g. images, titles, and branding text), whereby the latter is only granted insofar as this is necessary for purposes of Taboola News. Company further grants Taboola the non exclusive, worldwide right to use, and to grant the third parties who have implemented Taboola News on their properties or devices the right to use, Company's and the Properties' names and logos for purposes of marketing Taboola News. The Company represents that it holds all rights to Company Content and is able to grant Taboola (and the third parties who have implemented Taboola News on their properties or devices) the rights to use the Company Content in Taboola News, and no rights of third parties are violated as a result.

3. **No Remuneration.** Taboola's distribution of Company Content through Taboola News is at no charge to Company, and no license fee or specific monetary remuneration is to be paid by Taboola to Company. Company acknowledges that the opportunity to generate traffic to the Properties and to promote Company's brand awareness (in addition to keeping 100% of the revenue generated by units on the Properties other than the Platform) to be fair compensation for the inclusion and use of Company Content in Taboola News. Thus, Company shall not be compensated for any advertising revenue generated by or pageviews of the Platform served to Visitors accessing the Property through Taboola News and Taboola shall keep the entirety of the gross Revenue derived from the Platform during any Taboola News Session (i.e. the duration of a visit to the Property by a Visitor who arrives to such Property through Taboola News). No pageviews of the Platform during a Taboola News Session shall be counted as a Recommendation Pageview.