

# Publisher Terms & Conditions

The Insertion Order above, together with these terms (collectively, the “Agreement”) set forth the terms and conditions under which: (a) Publisher shall place code provided by Taboola (or its affiliates) for Taboola’s content distribution platform (the “Widget”) on the websites listed in Section 3 of the applicable Order (the “Website(s)”) and shall permit Taboola to utilise information provided to it by the Widget in order to make recommendations (“Recommendations”) regarding: (i) content owned by or licensed to Publisher including, without limitation, any content that appears on the Website(s) (collectively, the “Publisher Content”) and (ii) content supplied by third party advertisers or publishers (collectively, “Advertisers”) to Website visitors (“Visitors”); and (b) Taboola shall pay to the Publisher a portion of the compensation that Taboola receives from Advertisers for Visitors clicking on Recommendations in order to view the Advertisers’ content (“Taboola Sponsored Content”). Taboola’s provision of Recommendations to Visitors via the Widget and the performance by Taboola of its obligations hereunder shall be referred to herein as the “Service.”

## 1. **Grant of Rights:**

- a. Taboola grants Publisher the right during the Term (as defined above) to place the Widget on the Websites as shown in Appendix A (i.e. the “Placement”) and to display Recommendations to Visitors. Publisher agrees that the Widget will be placed on all of the pages of the Websites as approved by Taboola and maintained in the location and in conjunction with the same approved elements throughout the Term. Publisher understands and agrees that it will not launch the Widget unless Taboola has approved in writing the location, display and user interface of the Widget. Publisher further agrees to comply with any relevant law or regulation (e.g. from the Advertising Standards Authority) with respect to that Placement by including an attribution to Taboola in a form that has either been provided by Taboola or approved by Taboola (the “Taboola Attribution”) (for clarity, Taboola shall have the right to immediately remove the Widget from Publisher’s Website(s) if Publisher fails to include the Taboola Attribution). Notwithstanding anything to the contrary herein, Taboola shall have the right to immediately remove the Widget from the Websites and terminate this Agreement if Publisher fails to include the Taboola Attribution.
- b. Publisher grants Taboola the right during the Term (i) to place the Widget (and any associated code and cookies necessary to provide the Service) on the Websites; (ii) to interact with the Widget on the Websites for the purposes of developing and serving Recommendations to Visitors and to track impressions (either directly or through a third party); (iii) to use the Publisher Content in accordance with the terms hereof; and (iv) to use Publisher’s name and logo when referring to Taboola’s customers in Taboola marketing materials. In addition, Publisher agrees that in order to facilitate maintenance and optimization of the Service, Taboola may at any time during the Term conduct tests on how Visitors interact with the Website or Publisher Content and Taboola Sponsored Content.

2. **Acceptable Use Policy:** Publisher agrees that it will not, either by itself or by authorising or encouraging others to do so, directly or indirectly: (a) use, post or promote the Widget or any Recommendations in association with any material or content which is, or which may reasonably be considered illegal, unlawful or infringing under any applicable laws (including, without limitation, content which infringes a third party copyright (i.e. illegal streaming website)), pornographic, obscene, promotional of illicit drugs and drug paraphernalia, gambling-related (unless legal in the location offered), weapon or ammunition-related (unless legal in the location offered), violent, libellous, defamatory, indecent, seditious, offensive, invasive to privacy, abusive, threatening, harmful, vulgar, possibly capable of inciting racial hatred, discriminatory (racially, ethnically or otherwise), in breach of confidence or any other right of any third party, or lacking in necessary authorisations, approvals, consents or licenses; (b) engage in any action or practice that disparages or devalues Taboola (or its affiliates), the Widget, Taboola Sponsored Content, or the reliability, reputation or goodwill of any of them; (c) modify, change, edit, amend, truncate, alter, bypass or reorder any aspect of the Widget or Recommendations; (d) take any action that might impede Taboola’s provision of the Service, including, without limitation, the following actions: (i) placing the Widget in an iFrame; (ii) altering the appearance of the Widget by placing it in a container or otherwise; (iii) adding Publisher’s own code onto the Widget; (iv) overriding Taboola’s code on the Widget; and/or (v) removing the Widget from certain Website pages; (e) generate clicks on Recommendations, or generate Recommendation Pageviews, that Taboola believes, in its sole discretion, is through any automated, deceptive, fraudulent or other means that is designed to generate clicks or Recommendation Pageviews that are not the willing actions of human end users who possess an independent, genuine desire to engage with the content that appears on the relevant page(s), including but not limited to, through (i) repeated manual clicks, use of robots or other automated tools or computer generated requests, (ii) participation in pay-per-click programs, (iii) redirection of search requests to pages that do not contain content reasonably relevant to the search query, or (iv) the provision of consideration to any third party in exchange for the third party causing any Clicks or Recommendation Pageviews to occur; (f) copy, crawl, index, cache or store any information derived by Taboola, or contained in or concerning a Recommendation; or (g) provide Taboola any personally identifiable information concerning any Visitor or other person (“PII”). Clause (e) of the previous sentence shall be deemed to have been violated (x) if traffic is not converting above a certain threshold as determined by Taboola in its sole discretion or if Publisher’s Website’s result in low post-click performance, or (y) by any Recommendation Pageviews that Taboola determines, in its sole discretion, were the result of transfers or referrals of Visitors to a Website by a third party content distribution service provider and that resulted in a monthly click-through rate that was less than fifty percent (50%) of the click-through rate experienced by the remainder of the Recommendation Pageviews that occurred on the Website during the same month. A “Recommendation Pageview” shall be deemed to have occurred each unique time the Widget is rendered on the Website page as approved by Taboola, as determined by Taboola and reported on Taboola’s analytic dashboard and shall not include any Pageviews that are not human initiated. Notwithstanding anything to the contrary herein, Taboola shall have the right to immediately terminate this Agreement without prior notice to Publisher and to remove the Widget from the Website(s) with no further obligation to Publisher in the event of Publisher’s violation of the foregoing Acceptable Use Policy.

3. **Compensation:** Publisher’s sole compensation for its grants of rights and other undertakings under this Agreement shall be to receive, with respect to each month of the Term, provided that it is not in breach of the Agreement, the Compensation set forth in Section 4 of the above Order. It is understood and agreed that Publisher shall not be entitled to payment of Compensation for placements of the Widget not pre-approved by Taboola or Recommendation Pageviews or clicks generated in violation of subparagraph (e) of Taboola’s Acceptable Use Policy as set forth above. Taboola shall make the relevant payment to Publisher within 45 days of the end of the calendar month in which that revenue was generated provided that Publisher has registered with Taboola’s payment services company, Payoneer. In respect of VAT, if Publisher is registered for VAT, Publisher shall have provided to Taboola the relevant VAT number and Taboola shall add VAT to amounts remitted and pay to Publisher the relevant gross amount. Publisher shall provide to Taboola a VAT relevant

invoice in respect of the same whenever requested by Taboola. Publisher shall enter into a self-billing agreement and agrees to comply with all relevant requirements with respect to self-billing as specified in Appendix B. Notwithstanding anything to the contrary herein, Publisher agrees that Taboola may, without prejudice to any other rights it may have, set off any liability owed by Publisher to Taboola under this Agreement or any other agreement against any liability of Taboola to Publisher.

4. **Taxes:** Each party will be responsible for paying its own taxes.
5. **Compensation Definitions:** *Adjusted Gross Revenue:* shall consist of all advertising fees paid by Advertisers to Taboola for placement of advertising on the Website(s), net of any applicable taxes thereon ("Gross Revenue"), minus processing fees of up to ten percent (10%) of Gross Revenue, which may include, without limitation, the total amount of credit card processing fees, bad debt, operational costs, charge-backs, deductions, reversals, or credits and refunds to Advertisers. *Desktop/Mobile/Tablet/App:* "Desktop" shall mean stationary computing equipment or a hinged portable laptop device (e.g. tower or mini tower case devices, laptops, or notebook computers). "Mobile" shall mean handheld portable computing devices with a screen diagonal measurement up to 6 inches, normally including a phone and/or camera capability (e.g. Apple iPhone or Android phone computing devices). "Tablet" shall mean handheld flat screened, portable, non-hinged devices with a screen diagonal measurement of greater than 6 inches (e.g. iPad, iPad mini, Galaxy tablets, and Microsoft Surface). "Mobile Optimized" shall mean a website page that has been designed differently than Desktop pages for optimal viewing on Mobile devices. "App" shall mean Publisher's iOS, Android or Windows computer program designed to run on Mobile or Tablet devices. The final metric regarding the definitions of Desktop, Mobile, Tablet, and App will be the user agent device ID, recognized and tabulated uniformly by Taboola's Backstage platform for all Taboola clients.
6. **Exclusivity:** Publisher agrees that Taboola will be Publisher's exclusive Service provider during the Term and Publisher agrees that it will not engage any third party, including without limitation, any of Taboola's competitors (e.g., AdBlade, Outbrain, Crowdignite, Gravity, Yahoo! Content Recommendations, Google Content Recommendations, Facebook Content Recommendations, ContentAd, ContentClick, YieldMo, Teads, RevContent, ZergNet, Media.net, Sharethrough, Nativo, Polar, Plista, Ligatus, Earnify and BroadSpring) to make recommendations on any websites owned or operated by Publisher, including, without limitation the Websites, or to provide a revenue-generating content recommendation service that is similar to the Service provided by Taboola. Publisher further agrees that it will not use any services provided by Outbrain (except Publisher shall be permitted to buy traffic from Outbrain), directly or indirectly, at any time during the Term. For clarity, Publisher agrees that any revenue-generating content recommendation services provided by a third party prior to the Effective Date will be replaced by Taboola's Service on or before the Effective Date in any territories where Taboola offers its services. It is understood and agreed that the Publisher shall be deemed to be in breach of the foregoing exclusivity clause should it keep the Service on the Websites but divert all of its traffic to a new website. Publisher acknowledges that the restrictions set forth in this paragraph 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, Publisher agrees that, 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. Publisher further agrees that in the event of a breach of the foregoing exclusivity clause, Publisher shall pay to Taboola, as liquidated damages and not a penalty, an amount equal to: (i) Taboola's monthly adjusted gross revenue realized from Publisher for the Websites 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.
7. **Warranties:**
  - (a) Publisher warrants that (i) it either owns and operates the Websites or has the full right and authority to grant the rights granted hereunder, (ii) the Publisher Content is either owned by Publisher or properly licensed, (iii) the Website(s), Publisher Content, and Taboola's use of the Website(s) or Publisher Content will not infringe upon the rights of any third party, (iv) it will comply with Taboola's above Acceptable Use Policy and Privacy Policies; and (v) it will comply with all applicable laws in its performance of this Agreement (including, without limitation, posting a privacy policy and where applicable, posting and obtaining consent to a cookie policy).
  - (b) 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.
8. **Ownership:** As between the parties, Taboola owns all rights in and to the Widget, Service and Taboola's Confidential Information and Publisher owns all in and to the Website(s), Publisher Content and Publisher's Confidential Information. Publisher is not required to provide any feedback or suggestions to Taboola. To the extent Publisher does provide any such feedback or suggestions, Publisher 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.
9. **Relationship of the Parties:** Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or any other relationship between Publisher and Taboola. Publisher will not represent itself to be a partner, employee, representative, or agent of Taboola. Publisher will have no authority to enter into any agreement on Taboola's behalf or in Taboola's name or otherwise bind Taboola to any agreement or obligation.
10. **Indemnification:**
  - (a) Taboola shall indemnify, defend, save and hold harmless Publisher 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, fines, penalties, damages, awards, judgments, and liabilities ("Losses") resulting from, arising out, of or related to: (i) Taboola's breach or alleged breach of any of Taboola's warranties set forth in paragraph 7(b) of these terms and conditions, or (ii) a claim that the Widget violates a third party trade mark, trade secret, copyright or privacy right, except to the extent that such claim arises out of the combination of the Service or Widget with Publisher Content.

(b) Publisher shall indemnify, defend, save and hold harmless Taboola, 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) Publisher's breach or alleged breach of any of Publisher's warranties or agreements, or (ii) a claim that the Websites or any of its content (including all Publisher Content) violates a third party trade mark, trade secret, copyright, patent or privacy right.

(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.

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

(a) This paragraph 11 of these terms and conditions prevails over all of this Agreement and sets out the entire Liability of Taboola, and the sole and exclusive remedies of Publisher, in respect of: (i) performance, non-performance, purported performance, delay in performance or mis-performance of this Agreement, the Order or the Service or of any services in connection with this Agreement; or (ii) otherwise in relation to this Agreement or the Order or entering into this Agreement or the Order.

(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; or (iii) any other Liability which cannot be excluded or limited by applicable law.

(c) Subject to (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 (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; or (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. Publisher hereby agrees that (ii) to (xiii) above apply whether such losses are direct, indirect or consequential.

(e) Subject to (b) above, the total aggregate Liability of Taboola in respect of a claim under or in connection with this Agreement, an Order 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 Publisher under this Agreement in the six month period preceding the last of the events giving rise to that claim. In addition, Taboola makes no representations or warranties regarding Taboola Newsroom and disclaims all liability with respect to Publisher's use of Taboola Newsroom.

(f) The limitation of Liability under (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 11 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 (x) 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 or (y) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).

12. **Confidentiality:** Neither party will use or disclose to any third party the other party's Confidential Information (as defined below) except as necessary for the performance of this Agreement. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party pursuant to a court order from a court of competent jurisdiction, provided that the party required to make such a disclosure gives reasonable prior written notice to the other 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. "Confidential Information" consists of (a) any technical information or plans concerning the Service, Widget or any software or other technology of Taboola or the Websites; (b) any financial information of the other party; (c) other information disclosed by one party to the other 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 obtained by the receiving party rightfully from a third party who/that has no duty of Confidentiality to the disclosing party.

13. **Choice of Law:** This Agreement (and all non-contractual relationship arising out of or related to it) shall be governed by and construed in accordance with the laws of England. The parties hereby submit to the exclusive jurisdiction of the English courts.

14. **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 in it 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). The previous sentence notwithstanding, either party may assign this Agreement to another member of its corporate group, or to an acquirer of all or substantially all of such party's assets, whether by merger, operation of law or otherwise, without the other party's prior written consent, provided that such successor is bound to the terms herein. For clarity, in the event that Publisher splits or sells parts or all of its business, this Agreement will be binding on any such purchaser/new entity that owns the Website(s) and will remain in full force and effect with

respect to the Website(s) for the length of the Term, regardless of who owns such Website(s).

15. **Taboola's Provision of the Service:** Publisher acknowledges that Taboola's parent company, Taboola.Com Ltd., owns all intellectual property rights in and to the Widget and Service and that Taboola is just an authorised licensor and distributor of the Widget and Service. Accordingly, Publisher understands and agrees that Taboola.Com Ltd. will provide the Widget to Taboola for purposes of licensing and distribution by Taboola in the provision of its Service, and will perform certain other backend services on behalf of Taboola. Publisher 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.
16. **Publicity:** Subject to Publisher's prior review and approval (which shall not be unreasonably withheld or delayed), Taboola shall have the right to issue a press release announcing its relationship with Publisher within thirty (30) days of the Effective Date.
17. **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 or restriction by any governments or other legal authority which affects this Agreement and which 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, war, terrorism, riot, or acts of God.
18. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior or contemporaneous proposals, understandings, agreements, or representations, whether oral or written, with respect to the subject matter of the Order. 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 the Order or not) other than as expressly set out in the Order. Nothing in the Order shall operate to limit or exclude any liability for fraud or for representations as to fundamental matters.
19. **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. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by a duly authorised representative of each party. 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 7, 8, 10-13 and 19 of these terms and conditions shall survive the termination of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. 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. Electronic signatures on this Agreement shall be deemed originals.

## **APPENDIX B**

### SELF-BILLING AGREEMENT

This is an agreement to a self-billing procedure between Taboola Europe Limited VAT Registration Number GB 139 0582 08 and Publisher.

Taboola Europe Limited agrees:

1. To issue self-billed invoices for all supplies made to them by Publisher and until such time as, the Publisher Agreement entered into between Taboola Europe Limited and Publisher (the "Publisher Agreement") is terminated.
2. To complete self-billed invoices showing the supplier's name, address and VAT registration number, together with all other details that constitute a full VAT invoice.
3. To make a new self-billing agreement should their VAT registration number change.

Publisher agrees:

1. To accept invoices raised by Taboola Europe Limited on their behalf if, and until such time as, the Publisher Agreement is terminated.
2. Not to raise sales invoices for the transactions covered by the agreement.
3. To notify Taboola Europe Limited immediately if Publisher:
  - a. Changes its VAT registration number
  - b. Ceases to be VAT registered
  - c. Sells its business, or part of its business
  - d. Changes its registration address