

TABOOLA (HONG KONG) LIMITED PUBLISHER AGREEMENT TERMS AND CONDITIONS

1. Grant of Rights:

- a. Taboola grants Publisher 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 ("Taboola Backstage") solely for purposes of tracking performance of the Platform and reviewing the analytics associated with the Properties. For clarity, during the Term, Publisher shall have the right to use, to the extent made available at scale to other publishers, 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 Publisher 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 Publisher 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 Publisher with written notice of any such Updates (email shall be sufficient), and Publisher shall implement the Updates within fourteen (14) days of its release. Publisher 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. Publisher 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 Publisher in "Taboola News" (which name Taboola reserves the right to change at its sole discretion at any time), whereby it will link to or recommend the Publisher Content and Properties in the Platform that is implemented on third party publisher properties or devices on which Taboola has the right to serve Recommendations, which, when clicked upon, will either take Visitors (i) directly to the Properties or (ii) first to a page containing a summary of the Publisher Content wherefrom Visitors can click through to the Properties (provided that notwithstanding the Compensation set forth in Section IV above, Publisher 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 100% of the Gross Revenue derived from the Platform during any Taboola News Session. For clarity, no pageviews of

the Platform during a Taboola News Session shall be counted as a Recommendation Pageview. For purposes of this clause, a "Taboola News Session" is the duration of a visit to the Property by a Visitor who arrives to such Property through Taboola News); and (v) purchase programmatic demand on Publisher's behalf to provide the Services. Taboola may use Publisher'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 Publisher Licensed Content into the Feed, Publisher grants Taboola the right to either (i) load the Publisher Licensed Content code (e.g., JavaScript or HTML code); (ii) move the Publisher Licensed Content into the Feed; or (iii) build the Feed around or on top of the Publisher Licensed Content (e.g., a wrapper). In addition, as it relates to the container or unit that holds the Publisher Licensed Content, Publisher 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 Publisher owns all rights in and to the Properties, the 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. 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 Publisher review from time to time.

2. Platform Terms of Use:

- a. Throughout the Term, Publisher 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. Publisher 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. Publisher will not implement the Platform on any Properties that contain 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 Publisher implement the Platform on any Properties containing 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 any pages of the Properties that it deems, in its sole discretion, to violate the foregoing.
- d. The Platform will not be used on Properties that are directed to Visitors under the age of sixteen (16) and Publisher will not enable the provision of any information to Taboola from a user that Publisher knows (such as through use of an age-gating feature) has identified himself/herself as being under the age of sixteen (16).
- e. Publisher 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; or (vii) use the Services in a manner that threatens the integrity, performance, or availability of the Services.
- f. Publisher shall not copy, crawl, index, cache, or store any information derived by the Services.
- g. Publisher 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 Taboola Backstage for commercial purposes.
- h. Upon Taboola's approval in writing (email shall be sufficient), Publisher shall be permitted to use a third party (a "Vendor") solely to implement and manage use of the Platform on Publisher's Properties as permitted in this Agreement, provided that (a) Publisher 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, Publisher must provide a copy of any such confidentiality agreement. In addition, Publisher shall not permit Vendor's to (i) use any of the information provided by Publisher 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. Publisher shall remain fully liable for any unauthorized use or misconduct by Vendor.
- i. Publisher 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. Publisher will not engage in any action or practice that disparages or devalues Taboola, its affiliates, or the Services.
- k. Publisher shall not use or authorise 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 Publisher 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. Publisher will declare Taboola as an authorized seller and Taboola's demand partners as authorized resellers of Publisher's advertising inventory by adding Taboola's designated ads.txt code ("Taboola Ads.txt Code") to the ads.txt file on Publisher's root domain. The Taboola Ads.txt Code will be provided to Publisher 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 Publisher agrees to reasonably comply with any such request by Taboola.
- m. Publisher shall uphold best transparency practices by ensuring that each of its Properties contains meaningful and accurate contact information (including, but not limited to, Publisher'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 Publisher directly about Publisher Content.
- n. Upon termination, it shall be Publisher'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 Publisher's failure to do so. To the extent that Publisher continues to display the Platform beyond the Term of this Agreement, Publisher will be compensated at 50% of the Adjusted Gross Revenue.
3. **Compensation:**
- a. For each month of the Term, Publisher 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 Publisher'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 Publisher as of the date of the breach. Publisher 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) Publisher'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 Publisher 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 Publisher has registered and continues to be 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 hereby grants a power of attorney to Taboola to issue self-billed invoices and agrees to accept invoices raised by Taboola on its behalf if, and until such time as, this Agreement is terminated. Publisher further agrees not to raise sales invoices for the transactions covered by this Agreement. Taboola agrees that it will issue self-billed invoices showing the Publisher's name, address, and VAT registration number, together with all other details that constitute a full VAT invoice, for all sums owed to Publisher during the Term. In the event that either Party's VAT registration number should change, each Party agrees to notify the other and to complete such other documentation as will allow continued self-billing as described herein. Notwithstanding anything to the contrary herein, Publisher agrees that Taboola may, without prejudice to any other rights it may have, offset any Liability (as defined below) owed by Publisher to Taboola under this Agreement, or any other agreement, with any Liability owed by Taboola to Publisher. 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. Publisher 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 Publisher, Taboola is relieved of its payment obligations.

c. **Forfeiture of Payment.** To ensure proper payment, Publisher is solely responsible for providing and maintaining accurate contact and payment information associated with Publisher's account. Failure to comply shall result in delay or forfeiture of Publisher's due payment, as follows: Publisher shall forfeit payment after three consecutive unsuccessful payment attempts to Publisher'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 Taboola Backstage, and shall not include any pageviews that are not human-initiated. *Adjusted Gross Revenue:* All advertising fees paid by Advertisers to Taboola for placements of Taboola Sponsored Content on the Properties, net any advertiser and agency discounts or rebates, and applicable taxes thereon ("Gross Revenue"), minus processing fees of twenty percent (20%) of Gross Revenue, which is assessed to reimburse Taboola for various costs, including without limitation, credit card processing fees, collection costs and defaults, operational costs, serving costs, charge-backs, deductions, reversals, or credits and refunds 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 Publisher'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 Taboola Backstage for all Taboola clients. Publisher acknowledges that any analytics provided in Taboola Backstage are estimates and will only be finalized fourteen (14) days after the conclusion of any calendar month.

4. **Exclusivity:** Taboola will be Publisher's exclusive Services provider during the Term. Accordingly, Publisher will not engage any third party, including, without limitation, any of Taboola's competitors or their affiliates (including, without limitation, AdBlade, BroadSpring, Connatix, ContentAd, ContentClick, Crowdignite, Dable, Dianomi, Digiteka, Earnify, Facebook Audience Network, Google Content Recommendations, Gravity, Inform, Kargo, Ligatus, Media.net, MGID, Microsoft Bing, Nativo, Outbrain, Plista, Polar, RevContent, Sharethrough, Spot.IM, Teads, Tout, TripleLift, Virool, Vuble, Yahoo Gemini, 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 Publisher, including, without limitation, the Properties. In addition, Publisher 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 Publisher shall be permitted to buy traffic from Outbrain). 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 Properties but divert all of its traffic to a new website. Publisher 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. 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 average monthly Adjusted Gross Revenue realized from Publisher 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 Definitions.** In this Paragraph 5, the following terms shall have the following meanings:

i. **"Applicable Privacy Laws"** means all applicable international, national, federal, and state data protection and privacy laws, (including re EU Privacy Law as applicable to the processing of Personal Data in the European Union);

ii. **"Controller"** means an entity that determines the purposes and means of processing Personal Data;

iii. **"EU Privacy Law"** means: (aa) from 25 May 2018 onwards, EU Regulation 2016/679 (the "General Data Protection Regulation") and any applicable national legislation made under or pursuant to it; and (bb) EU Directive 2002/58/EC and any applicable national legislation implementing it; in each case as amended or superseded; and

iv. **"Personal Data"** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

b. **Role of the Parties.** Taboola acknowledges that Publisher is a Controller of Personal Data relating to its Visitors. Publisher acknowledges that Taboola shall also be an independent Controller of Personal Data that it processes about Visitors to provide its Services (both to Publisher and to Taboola's other publishers). In no event shall the Parties process Personal Data that they each collect about Visitors as joint Controllers.

c. **Compliance.** Each Party, as an independent Controller of the Personal Data it processes about Visitors, shall comply with its responsibilities under Applicable Privacy Laws. In particular, each Party shall process Visitors' Personal Data only for purposes that have been properly notified to Visitors (in accordance with Paragraph 5.d below) and shall ensure that it has a lawful basis for processing Visitors' Personal Data consistent with the requirements of Applicable Privacy Laws and any necessary consents obtained from Visitors.

d. **Transparency.** Each Party shall, at all times during the Term, comply with its respective published privacy and cookie policies and disclosures. Each Party shall ensure that its website (and as to Publisher, each Property) includes prominently posted privacy and cookie policies that describe in a legally sufficient manner the Personal Data that it collects, how it uses and shares such Personal Data, and how users and Visitors can opt out of such use in accordance with Applicable Privacy Laws. Specifically, Publisher agrees that:

i. as to its web-based Properties, Publisher's Privacy Policy shall describe the use of cookies, unique identifiers, and non-cookie technologies by third parties (i.e. Taboola), for

interest-based advertising and analytics (on and off the Properties), and shall provide a link to either the NAI's industry opt-out page at <http://www.networkadvertising.org>, the DAA's industry opt-out page at <http://www.aboutads.info>, or (as to European web-based media and data collection) a link to the EDAA opt-out link at <http://www.youronlinechoices.eu>, in a manner that meets the requirements of EU Privacy Law;

- ii. as to mobile app-based Properties, Publisher's Privacy Policy shall describe the use on its mobile apps of SDKs and collection of mobile ad identifiers for interest-based or cross-app advertising and analytics (on and off the Properties); and provide a description of how users and Visitors may opt out of the collection of mobile data for cross-app advertising through device settings; and
 - iii. for its EU-facing Properties, Publisher shall ensure that it obtains the Visitors' freely given, specific, informed, and unambiguous consent in accordance with EU Privacy Law, with respect to placing or accessing any Taboola cookies or any other unique identifiers on the users' and Visitors' device(s).
- e. **Not Legal Advice.** During the Term, Taboola may provide recommended privacy policy or disclosure language to Publisher. Publisher acknowledges that it shall not rely on such recommended language as, or as a substitute for, legal advice and that Publisher itself is solely responsible for any disclosures in its privacy policy or on its website.
- f. **Security.** Each Party shall implement appropriate technical and organizational security measures to protect Visitors' Personal Data from accidental or unlawful destruction, loss, alteration, and unauthorized disclosure or access, consistent with the requirements of Applicable Privacy Laws.
- g. **Cooperation.** If either Party receives any inquiry, complaint or correspondence (a "Third Party Notice") from an individual, regulator, or other third party concerning the processing of Visitors' Personal Data in connection with the Services, it shall promptly inform the other Party and the Parties shall cooperate in good faith and as reasonably necessary to address the requirements of such Third Party Notice.
- h. **International Data Transfers.** Neither Party shall process (nor permit any third party to process) any Personal Data relating to EU Visitors in a territory that is outside of the European Economic Area unless it first implements appropriate safeguards consistent with the requirements of EU Privacy Law to enable such processing to occur lawfully outside of the European Economic Area.

6. **Representations and Warranties:**

- a. **Publisher Representations.** Publisher 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 Publisher Content is either owned by Publisher or properly licensed; (iii) the Properties, the Publisher Content, and Taboola's use of the Properties or the Publisher Content will not infringe upon the rights of any third party; (iv) as it relates to the Publisher 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. Publisher 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 Publisher has entered with such platform entities. Publisher 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 Publisher 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) Publisher's Compensation, including guaranteed amounts of compensation, Adjusted Gross Revenue or RPM, or (3) Publisher'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 Publisher of Beta Features is solely at Publisher'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 Publisher 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 Publisher indemnifies Taboola, 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, 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 Publisher 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 Publisher thirty (30) days written notice (email shall be sufficient). Taboola's obligations as stated in this Paragraph 8.a are Publisher's sole remedy and Taboola's sole Liability (as defined below) arising out of or relating to infringement claims.
- b. Publisher 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) Publisher's breach or alleged breach of any of Publisher's representations, warranties, or agreements herein; (ii) a claim that the Properties or any of its content or the Publisher

Content violates a third-party trademark, trade secret, copyright, patent, or privacy right, or any applicable laws or rules; or (iii) a claim that Publisher 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 Publisher, 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; 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 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 Publisher 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 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. 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 Publisher; (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 Publisher's consent, to its parent company or any of its affiliates or subsidiaries. Further, in the event that a portion or all of Publisher'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, Publisher 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 Publisher's rights and obligations under this Agreement in their entirety with respect to such business or portion thereof.

13. **Taboola's Provision of Services:** Publisher 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, Publisher 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. 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.
14. **Publicity:** Taboola shall have the right to issue a press release announcing its relationship with Publisher.
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, 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. 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 or is presented by Taboola electronically via Taboola Backstage or otherwise and accepted by Publisher by clicking on "I Accept" or similar language. 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.

